

1 RENE L. VALLADARES
2 Federal Public Defender
3 Nevada State Bar No. 11479
Cristen C. Thayer
3 Assistant Federal Public Defender
4 411 E. Bonneville, Ste. 250
Las Vegas, Nevada 89101
(702) 388-6577
5 Cristen_Thayer@fd.org

6 Attorney for Edwin Fujinaga

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 United States of America,

10 Respondent/Plaintiff,

11 v.

12 Edwin Fujinaga,

13 Petitioner/Defendant.
14

Case No. 2:15-cr-00198-GMN-NJK-1

**Stipulation to Correct Omission
from Record**

15 It is stipulated and agreed, by and between William E. Johnston, Assistant
16 United States Attorney, counsel for the United States of America, and
17 Cristen C. Thayer, Assistant Federal Public Defender, counsel for
18 Edwin Fujinaga, that the record should be corrected to include the government's
19 PowerPoint used during closing arguments at Mr. Fujinaga's trial. *See*
20 Attachment A, Government's Closing Argument PowerPoint.

21 This stipulation is entered into for the following reasons:

22 1. Mr. Fujinaga was convicted of multiple counts by the jury after a 17-day
23 trial and sentenced to 50 years in prison. His direct appeal of that conviction and
24 sentence is pending, with the Opening Brief due August 24, 2020.

25 2. Before the government's closing, Mr. Fujinaga's counsel objected to a
26 slide in the government's closing argument, which this Court overruled. *See* ECF

1 No. 262, Trial Day 17. Though counsel provided a copy of the objected-to slide for
2 the Court to review during the objection, the slide was inadvertently not made
3 part of the official record in this matter.

4 4. Under Federal Rule of Appellate Procedure 10(e)(2), the Court may
5 correct a material omission from the record by stipulation of the parties.
6 Undersigned counsel therefore jointly request the Court order that that
7 government's PowerPoint presentation used during closing arguments at trial be
8 made part of the record.

9 DATED: August 12, 2020.

10 RENE L. VALLADARES
11 Federal Public Defender

12 NICHOLAS A. TRUTANICH
13 United States Attorney

14 By /s/ Cristen C. Thayer
15 CRISTEN C. THAYER
16 Assistant Federal Public Defender

17 By /s/ William E. Johnston
18 WILLIAM E. JOHNSTON
19 Assistant United States Attorney

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

United States of America,

Plaintiff,

V.

Edwin Fujinaga,

Defendant.

Case No. 2:15-cr-00198-GMN-NJK-1

Order Granting Stipulation to Correct Omission from Record

Edwin Fujinaga,
Defendant.

Based on the stipulation of counsel, the Court finds that good cause exists to correct the omission from the record under Federal Rule of Appellate Procedure 10(e). **IT IS HEREBY ORDERED** that the government's PowerPoint presentation used during closing arguments at trial, *see* Attachment A to the Stipulation to Correct Omission from Record, is hereby made part of the record in this matter. The Court accordingly **GRANTS** the Stipulation. (ECF No. 395).

DATED: August 13, 2020.

Gloria M. Navarro, District Judge
UNITED STATES DISTRICT COURT

EXHIBIT “A”

EXHIBIT “A”

United States v. Edwin Fujinaga

<p>Pre-Contract Documents</p> <p>2012 Edition</p> <p>MRI Series Select A Version</p>	<p>The sole customer ("Party A") has agreed for the offering made by MRI INTERNATIONAL, INC. ("Party B") in respect to the equity in the group Investment scheme, Party A and Party B shall conclude the financial products trading contract ("Contract") as follows:</p> <p>To conclude this agreement, the Party A will receive Documents Delivered Prior to Contract issued by the Party B and sign the contract with the comprehension of the content.</p> <p>Article 1 (Purposes)</p> <ol style="list-style-type: none"> 1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivable ("MARS"), which Party B will buy from medical institutions. 2. Party B uses the contributed money to buy MARS and exercise collections ("Business Covered by the investment"), distributing part of the profit generated from the Business Covered by the investment to Party A and returns the invested amount upon the expiration of the Contract term. <p>Article 2 (Rights that Party A requires)</p> <ol style="list-style-type: none"> 1. Party A will assume the right regarding the investment stated in this contract. 2. At the time of the transfer of the investment, or until the total investment funds that Party A contributes to the following bank account in U.S. dollars (by the yen basis plan, however, this shall be calculated based on the remittance rate on the transfer or remittance date). The fees necessary for the transfer or remittance described in this provision shall be borne by Party A. Bank name : WELLS FARGO BANK
--	--

- Based on this Agreement, we will use your investment money only to purchase medical account receivables. If the insurance company underwriting the credit recovery were to become insolvent due to financial difficulty or the like, if among the purchased credits there is a medical account receivable that has a value exceeding the guaranteed minimum set by the state in which the receivable was generated, only the guaranteed minimum may be collected for such receivable, and therefore, a loss may occur.

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www.mars-toushi.com

GOVERNMENT EXHIBIT
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DOJ_PROD_TRN_00001129

Issued in accordance with the Contract. The seller is the hereinafter and in accordance to the following classification. Contributions shall be made based on the profit that Party B obtained through the Business Covered by the investment (Profit available for Dividends), after the disbursement of contracted interest to Party A. The management and operating cost shall be deducted from the remaining gross profit of Party B. The distribution of said profit is paid by transfer or remittance to the bank account designated by Party A at least two weeks before Party B's remittance ("Account Designated by Party A"). For the purpose of this Article, the fees for payments made in United States shall be borne by Party B, while those necessary for other transfers or remittances shall be borne by Party A.

	Yen Basis Plan		
	Option A	Option B Maturity in 2 years	Maturity in 3 years
Unit	10,000 yen	6.00%	6.20%
	25,000 yen	7.00%	7.30%
	50,000 yen	8.00%	8.20%
	100,000 yen	9.00%	9.40%

	Yen Basis Plan	Option A	Option B Maturity in 2 years	Maturity in 3 years	Maturity in 5 years
Unit	10,000 yen	6.00%	6.20%	6.40%	6.60%
	25,000 yen	7.00%	7.30%	7.60%	7.70%
	50,000 yen	8.00%	8.40%	8.80%	9.00%

3. The dividends described in the preceding clause can be paid to Party A only when Profit Available for Dividends with a ratio higher than the prescribed according to the classification in the preceding clause has been generated in said profit distribution period.
4. Except for the re-investment prescribed in article 7, after the equity reaches maturity, Party B shall return the invested amount to Party A by transferring or remitting it to the Account Designated by Party A. If the equity has defaulted the time of maturity, this shall not be the case. For the purpose of this Article, the fees for payments made in United States shall be borne by Party B, while those necessary for other transfers or remittances shall be borne by Party A.
5. The distribution of profit prescribed in clause 2 of this Article as well as the return of the invested amount prescribed in clause 8 of the same Article shall be done in U.S. dollars for the dollar basis plan and in yen for the yen basis plan.

Article 4 (Basic obligations of Party B)

1. Party B shall manage the Investment Amount through a trust account established at escrow and a lockbox account for collections received from purchased receivables. Funds are used for purchasing MARS only.

the period to the maturity date stated in the Certificate of Investment issued in accordance with the Contract, while keeping the inception date of the profit distribution period prescribed in the Article 2.1 of the first Article. In respect to the date in this Contract, they are all indicated based on U.S. Pacific Standard Time.

- Article 7 (Re-investment)**
1. When an application form for re-investment prepared by Party A reaches Party B at least three weeks before the maturity of the Equity, Party B shall consider the acceptance of the offer of said re-investment notice and notify Party A of the result.
 2. When a re-investment contract is concluded as a result of the consideration described in the preceding clause, Party B shall treat the invested amount as a new contribution according to the instructions of Party A, for which no return of the invested amount prescribed in Article 4-4 to Party A is required.
 3. Where a re-investment contract is not concluded as a result of the consideration described in clause 1 of this Article, Party B shall return the invested amount to Party A based on Article 4-4.

- Article 8 (Early Termination)**
1. The invested amount shall not be reimbursed before maturity for any reason whatsoever. However, this shall not be applicable when Party B voluntarily returns the invested amount, when determining that it has no other recourse but to do so ("Case of Optional Cancellation").
 2. In the Case of Optional Cancellation, neither the distribution of profit nor deposit interest occurs on the invested amount.
 3. In the Case of Optional Cancellation, Party B shall undertake procedures to remit the amount of money that is obtained by subtracting the management and operating cost and the remittance fees from the invested amount to the account designated by Party A within three days after making the decision to voluntarily return the invested amount to Party A.

- Article 9 (Account Designation)**
1. Where Party A wishes to change the designated account, Party A must notify Party B by submitting a document. The account change will take place 2 weeks after Party B has received the document.
 2. Party B will deposit Profit Distribution or return invested amount to Party A's designated account.
 3. If Party A does not receive the wire after Party B has confirmed to have done so (and there is no reason to retain the accusations), Party B will re-credit the amount with the deduction of handling fee in US dollars to the new designated account.
 4. Irrespective of the provisions of this Article, if Party A wishes to receive deposits from Party B in checks, Party B will do so as requested. This is only possible for dollar investments.
 5. If Party A wishes to receive deposits by check during this Contract, Party A must send a request form to Party B. This request will only be valid 2 weeks after Party B receives the form.

- Article 10 (Resolution through Mutual Consultation)**
- Party A and Party B shall facilitate mutual consultation in this Contract and when a question arises concerning any matter not presented in this Contract, as well as the construction or fulfillment of the provisions of this Contract, the parties hereto shall conduct mutual consultations under the spirit of good faith to attempt a resolution.

- Article 11 (Governing Law and Court of Jurisdiction)**
- The laws governing this contract shall be the laws of the United States of America and the State of Nevada and all disputes arising from this Contract shall be tried in a court in the Nevada in the United States of America as the exclusive and agreed upon competent court.

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Escrow Agent

In order to maintain fairness in transactions in the United States, this system is employed by many parties that do business with each other. In high-value transactions, the agent is introduced as a strictly neutral third-party intermediary between the buyer and seller to protect the profits of both parties. This agent manages the proceedings so that the terms of the contract are strictly followed.

Lock Box Account

This special type of account is opened by companies for collection of various types of claims. To move the money in this account, it is required that funds of equal or greater value be deposited. When opening the account, a careful investigation is conducted of the company's capitalization, condition, reason for opening the account, and other matters.

GOVERNMENT
EXHIBIT

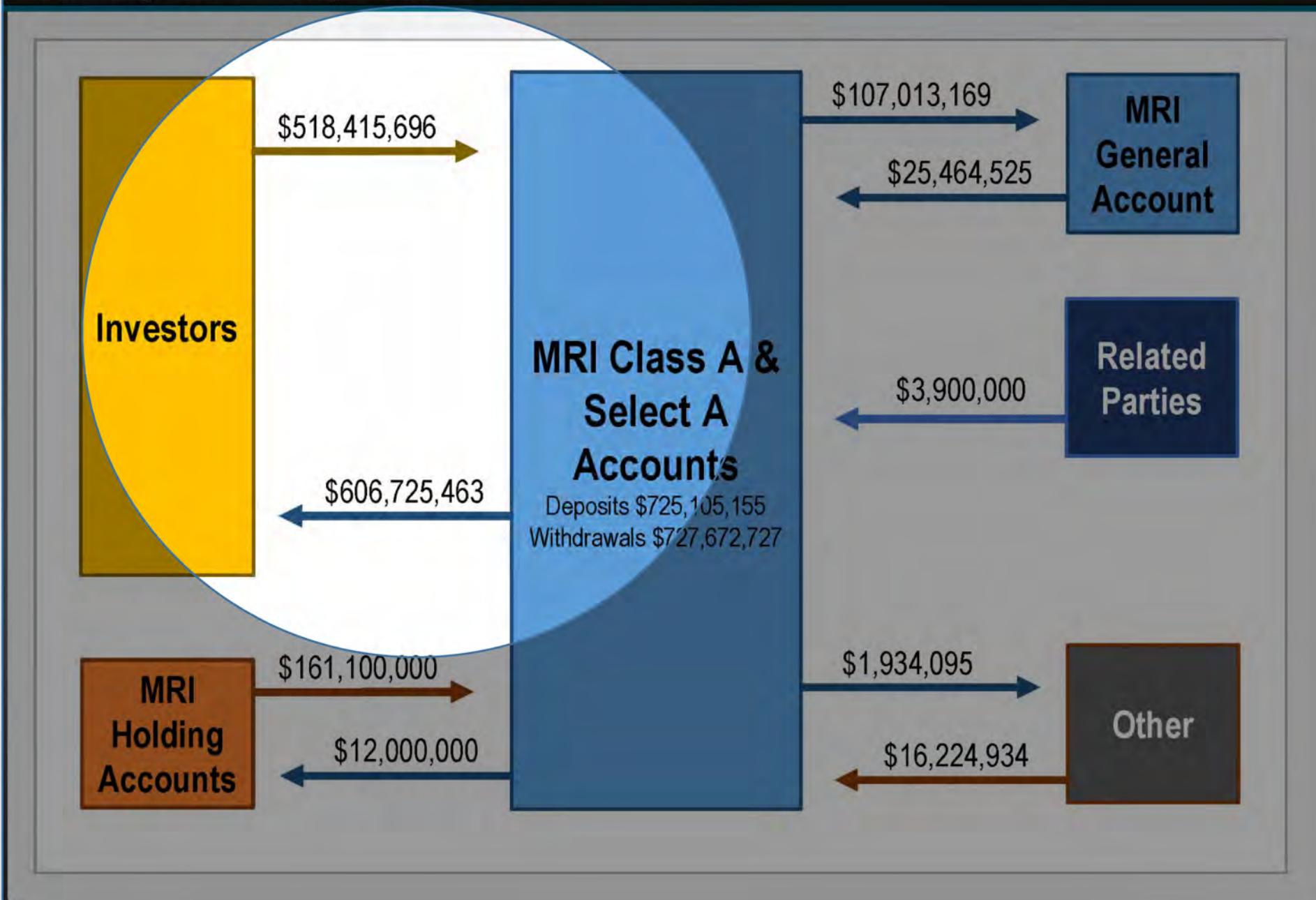
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January 2009 – May 2013



We started the sales of the MRI Series, the MARS investment instruments, to individual investors in 1998 as part of our MARS collection business.

"MARS investment product" may sound unfamiliar to Japanese investors.

However, I am confident that when our investors understand the structure and its secure mechanisms, the MRI Series will be acknowledged as a profitable investment product.

Our investors' satisfaction is the prime concern of MRI International.

I am sure that MRI Series will offer you opportunities to enjoy good-quality life.

We are committed to further develop our MARS business to share happiness with our investors as supporting the U.S. medical providers.

Edwin Y. Fujinaga
President & CEO
Edwin Y. Fujinaga



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Pre-Contract Documents

2012 Edition

MRI Series Select A Version

- Based on this Agreement, we will use your investment money only to purchase medical account receivables. If the insurance company underwriting the credit recovery were to become insolvent due to financial difficulty or the like, if among the purchased credits there is a medical account receivable that has a value exceeding the guaranteed minimum set by the state in which the receivable was generated, only the guaranteed minimum may be collected for such receivable, and therefore, a loss may occur.



www.mars-toushi.com

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**GOVERNMENT
EXHIBIT
115**
2:15-CR-00198-GMN

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Issued in accordance with the Contract. The term is true hereinafter and in accordance to the following classification. Contributions shall be made based on the profit that Party B obtained through the Business Covered by the Investment (Profit available for Dividends), after the disbursement of contracted interest to Party A. The management and operating cost shall be deducted from the remaining gross profit of Party B. The distribution of said profit is paid by transfer or remittance to the bank account designated by Party A at least two weeks before Party B's remittance ("Account Designated by Party A"). For the purpose of this Article, the fees for payments made in United States shall be borne by Party B, while those necessary for other transfers or remittances shall be borne by Party A.

	Year basis plan			
	Option A	Option B	Maturity in 2 years	Maturity in 3 years
Unit	1,360,000 yen	6.00%	5.25%	5.47%
Unit	7,800,000 yen	7.00%	7.93%	8.04%
Unit	15,800,000 yen	8.00%	8.45%	9.00%

The said customer ("Party A") has applied for the offering made by MRI INTERNATIONAL, INC. ("Party B") in respect to the equity in the group Investment scheme, Party A and Party B shall conclude the financial products trading contract ("Contract") as follows:
To conclude this agreement, the Party A will receive Documents Delivered Prior to Contract issued by the Party B and sign the contract with the comprehension of the content.

Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivable ("MARS"), which Party B will buy from medical institutions.
2. Party B uses the contributed money to buy MARS and exercise collections ("Business Covered by the Investment"), distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

Article 2 (Rights that Party A requires)

1. Party A will require the right regarding the Investment stated in this contract.
2. At the time of the transfer of the investment, or when the total investment funds that Party A contributes to the following bank account in U.S. dollars (by the yen basis plan, however, this shall be calculated based on the remittance rate on the transfer or remittance date). The fees necessary for the transfer or remittance described in this provision shall be borne by Party A.
Bank name : WELLS FARGO BANK

3. The dividends described in the preceding clause can be paid to Party A only when Profit Available for Dividends with a ratio higher than the prescribed according to the classification in the preceding clause has been generated in said profit distribution period.

4. Except for the re-investment prescribed in article 7, when the equity reaches Maturity, Party B shall return the Invested Amount to Party A by transferring or remitting it to the Account Designated by Party A. If the equity has defaulted the time of maturity, this shall not be the case. For the purpose of this Article, if the fees for payments made in United States shall be borne by Party B, while those necessary for other transfers or remittances shall be borne by Party A.

5. The distribution of profit prescribed in clause 2 of this Article as well as the return of the Invested Amount prescribed in clause 8 of the same Article shall be done in U.S. dollars for the dollar basis plan and in yen for the yen basis plan.

Article 4 (Basic obligations of Party B)

1. Party B shall manage the Investment Amount through a trust account established at escrow and a lockbox account for collections received from purchased receivables. Funds are used for purchasing MARS only.

10. The disclosure of the Equity in violation of the preceding clause shall be deemed to be invalid and in respect to such disclosure, Party B shall not have any obligation to the Acquirer or any other third party.

the period to the maturity date stated in the Certificate of Investment issued in accordance with the Contract, when defining the inception date of the profit distribution period prescribed in the Article 2-1 of the first Article.

3. In respect to the date in this Contract, they are all indicated based on U.S. Pacific Standard Time.

Article 7 (Re-investment)

1. When an application form for re-investment prepared by Party A reaches Party B at least three weeks before the maturity of the Equity, Party B shall consider the acceptance of the offer of said re-investment notice and notify Party A of the result.
2. When a re-investment contract is concluded as a result of the consideration described in the preceding clause, Party B shall treat the Invested Amount as a new contribution according to the instructions of Party A, for which no return of the Invested Amount prescribed in Article 4-4 to Party A is required.
3. Where a re-investment contract is not concluded as a result of the consideration described in clause 1 of this Article, Party B shall return the Invested Amount to Party A based on Article 4-4.

Article 8 (Early Termination)

1. The Invested Amount shall not be reimbursed before maturity for any reason whatsoever. However, this shall not be applicable when Party B voluntarily returns the Invested Amount, when determining that it has no other recourse but to do so ("Case of Optional Cancellation").
2. In the Case of Optional Cancellation, neither the distribution of profit nor deposit interest occurs on the Invested Amount.
3. In the Case of Optional Cancellation, Party B shall undertake procedures to remit the amount of money that is obtained by subtracting the management and operating cost and the remittance fees from the Invested Amount to the account designated by Party A within three days after making the decision to voluntarily return the Invested Amount to Party A.

Article 9 (Account Designation)

1. Where Party A wishes to change the designated account, Party A must notify Party B by submitting a document. The account change will take place 2 weeks after Party B has received the document.
2. Party B will deposit Profit Distribution or return Invested Amount to Party A's designated account.
3. If Party A does not receive the wire after Party B has confirmed to have done so (and there is no reason to retain the accusations), Party B will re-credit the amount with the deduction of handling fee in US dollars to the new designated account.
4. Irrespective of the provisions of this Article, if Party A wishes to receive deposits from Party B in checks, Party B will do so as requested. This is only possible for dollar investments.
5. If Party A wishes to receive deposits by check during this Contract, Party A must send a request form to Party B. This request will only be valid 2 weeks after Party B receives the form.

Article 10 (Resolution through Mutual Consultation)

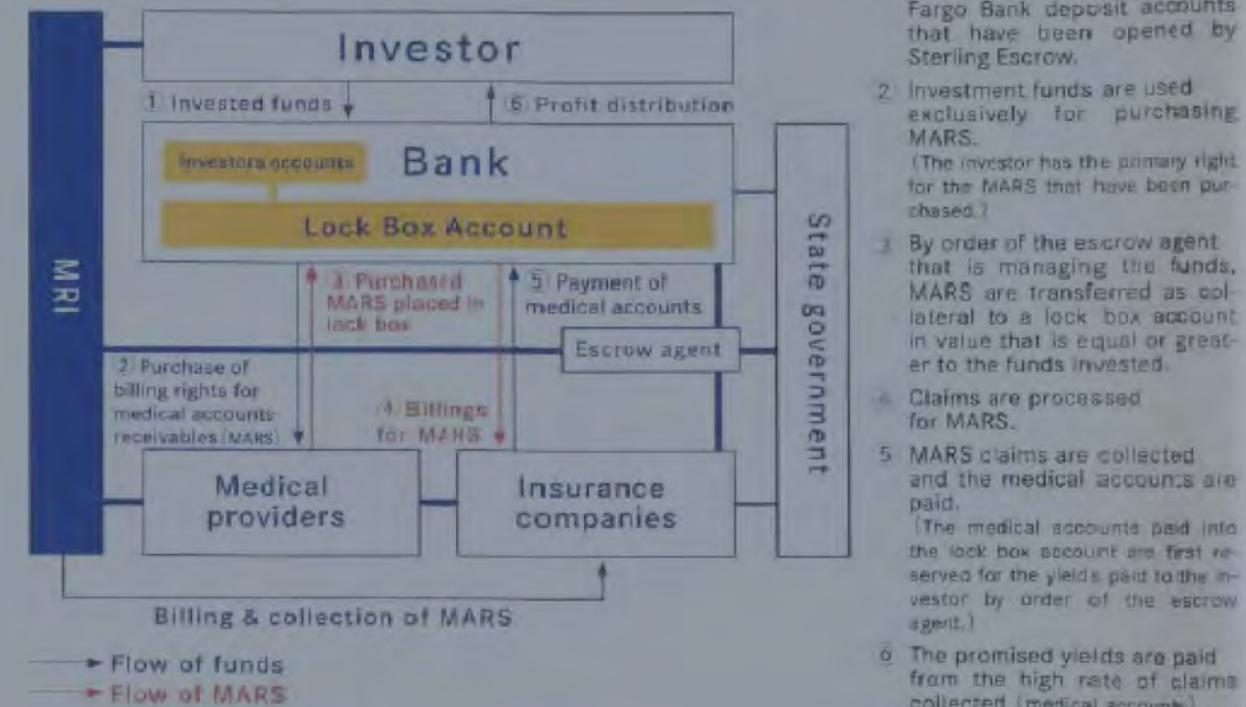
Party A and Party B shall consult in this Contract and when a question arises concerning any matter not mentioned in this Contract, as well as the construction or fulfillment of the provisions of this Contract, the parties hereto shall conduct mutual consultations under the spirit of good faith to attempt a resolution.

Article 11 (Governing Law and Court of Jurisdiction)

The laws governing this contract shall be the laws of the United States of America and the State of Nevada and all disputes arising from this Contract shall be tried in a court in the Nevada in the United States of America as the exclusive and agreed upon competent court.

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Flow of MRI MARS investments



Escrow Agent

In order to maintain fairness in transactions in the United States, this system is employed by many parties that do business with each other. In high-value transactions, the agent is introduced as a strictly neutral third-party intermediary between the buyer and seller to protect the profits of both parties. This agent manages the proceedings so that the terms of the contract are strictly followed.

Lock Box Account

This special type of account is opened by companies for collection of various types of claims. To move the money in this account, it is required that funds of equal or greater value be deposited. When opening the account, a careful investigation is conducted of the company's capitalization, condition, reason for opening the account, and other matters.

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Secure
mechanism

1

MRI International was the first to utilize "escrow" in its fund structure in the MARS investment field.

Escrow is the unique and credible system which is effectively used in the U.S. in various business transactions such as real estate dealings. Escrow companies are credible institutions which are authorized and licensed by a state government to operate escrow businesses. An escrow audits business transactions between a buyer and a seller as a "credible third party" with fairness and security. MRI International employs "Escrow" for thorough transparency in its cash-flow.

Secure
mechanism

2

Invested funds are separately deposited in lockbox account

"Lockbox account" is a bank account particularly designed for debt-collection transactions. To open a lockbox account, a collection company needs to meet the strict standards by the bank. The account balance is managed in the way that the deposits can be withdrawn only when a receivable with the same value or more is deposited in exchange. The deposit in a lockbox account is separately managed from bank's assets and the state's banking law insures deposits inside a lockbox account when a bank becomes insolvent.

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MRI International Tutorial

The beginning guide for new investors of the MRI Series Series 1 "Escrow"

Why is escrow important?

Please look at the name of the bank account to which you transfer investment fund of the MRI Series.

MRI Series. "Escrow" is one of the strongpoint of the MRI Series, so we hope this article makes it easier for you to explain about it. This article is written from new viewpoints, even

the account not "MRI" he trustee's opened and

audited by the escrow company, which means your investment fund is safely separated from MRI's capital by the third party. The escrow company makes sure that your fund is used only for purchasing MARS as contracted with MRI International, which

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MRI Series

Escrow makes sure that investors' funds are managed separately from MRI's capital. Escrow plays an important role as a third party by utilizing an escrow account as a trust account.



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② Credit Risk

- The money you are going to invest on the basis of this Agreement will be the trust asset of the escrow company that is our trustee (currently, Sterling Escrow). Changes in circumstances relating to the management or financial situation or the receivables recovery technology of the Company, which actually performs the operations relative to medical account receivables as the invested business, or changes in the assessment of those situations by a third party, may cause changes in the Company's credit situation. These changes may interfere with the agreements to purchase medical account receivables with medical service providers and lead to a risk that the sum of the distributions of profit and property based on this Agreement may fall below the investment principal.
- The property involved in the medical account receivables we purchase under this Agreement will be separated from the specific property held by the Company, and segregated to be managed in an account in trust of a third party escrow company which is approved by the government of the state of Nevada of the United States (currently, Sterling Escrow). If a change in the credit status of the escrow company occurs, due to the escrow company's change in financial condition or the audit results of the state government relating thereto, difficulty in fund management under this Agreement which may lead to an interruption in distribution of dividend of profit or assets under this Agreement may occur.
- Based on this Agreement, we will use your investment money only to purchase medical account receivables. If the insurance company underwriting the credit recovery were to become insolvent due to financial difficulty or the like, if among the purchased credits there is a medical account receivable that has a value exceeding the guaranteed minimum set by the state in which the receivable was generated, only the guaranteed minimum may be collected for such receivable, and therefore, a loss may occur.

Financial Products Trading Contract

The said customer ("Party A") has applied for the offering made by MRI INTERNATIONAL, INC. ("Party B") in respect to the equity in the group investment scheme, Party A and Party B shall conclude the financial products trading contract ("Contract") as follows.

To conclude this agreement, the Party A will receive Documents Delivered Prior to Contract issued by the Party B and sign the contract with the comprehension of the content.

Article 4 (Basic obligations of Party B)

1. Party B shall manage the Investment Amount through a trust account established at escrow and a lockbox account for collections received from purchased receivables. Funds are used for purchasing MARS only.
2. For the benefit of Party A, Party B shall execute distribution of the profit during the profit distribution period (In the case of Option A: a one year period from the day after the full investment amount has been deposited. In the case of Option B: the period is from the day after the investment amount is fully deposited to the maturity date stated in the Certificate of Investment issued in accordance with the Contract. The same is true hereinafter) and in accordance to the following classification. Distribution shall be made based on the profit that Party B obtained through the Business Covered by the Investment (Profit available for Dividends), after the disbursement of contracted interest to Party A. The management and operating cost shall be subtracted from the remaining gross profit of Party B. The distribution of said profit is paid by transfer or remittance to the bank account designated by Party A at least two weeks before Party B's remittance ("Account Designated by Party A"). For the purpose of this Article, the fees for payments made in United States shall be borne by Party B, while those necessary for other transfers or remittances shall be borne by Party A.

Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivables ("MARS"), which Party B will buy from medical industry.
2. Party B uses the contributed money to buy MARS and execute collections ("Business Covered by the Investment"), distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

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Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivables ("MARS"), which Party B will buy from medical industry.
2. **Party B uses the contributed money to buy MARS and execute collections ("Business Covered by the Investment")**, distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivables ("MARS"), which Party B will buy from medical industry.
2. **Party B uses the contributed money to buy MARS and execute collections ("Business Covered by the Investment")**, distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

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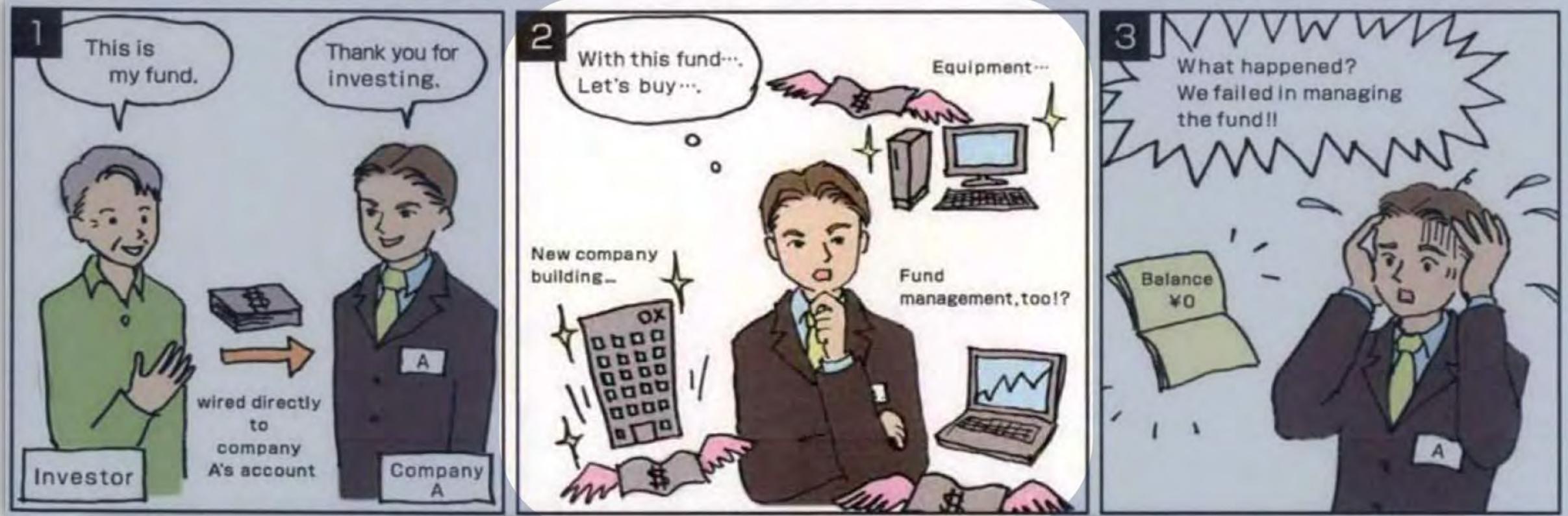
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Let's see a bad and good examples of a way to manage investors' funds.

Company A

The company A did not separate investors' funds from company capital.
Let's see what happens ...

illustration: Kaori Shibata



This is a bad example of fund management in which consumers' funds were not separated from company's capital.

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Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivables ("MARS"), which Party B will buy from medical industry.
2. Party B uses the contributed money to buy MARS and execute collections ("Business Covered by the Investment"), distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

Article 4 (Basic obligations of Party B)

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2. For the benefit of Party A, Party B shall execute distribution of the profit during the profit distribution period (In the case of Option A: a one year period from the day after the full investment amount has been deposited. In the case of Option B: the period is from the day after the investment amount is fully deposited to the maturity date stated in the Certificate of Investment issued in accordance with the Contract. The same is true hereinafter) and in accordance to the following classification. Distribution shall be made based on the profit that Party B obtained through the Business Covered by the Investment (Profit available for Dividends), after the disbursement of contracted interest to Party A. The management and operating cost shall be subtracted from the remaining gross profit of Party B. The distribution of said profit is paid by transfer or remittance to the bank account designated by Party A at least two weeks before Party B's remittance ("Account Designated by Party A"). For the purpose of this Article, the fees for payments made in United States shall be borne by Party B, while those necessary for other transfers or remittances shall be borne by Party A.

FAX

Mr. Fujinaga

送付先:

発信元: Paul Suzuki

FAX番号: 702-363-1957

送付枚数: 7

電話番号:

日付: 3/25/07

件名: MRI Seminar

Dear Mr. Fujinaga,

I have attached the final script for our seminar beginning from April 8th. Please revise the script and if there is no correction, please sign the approval section on the last page. I have looked over the script, and I am concerned about 1 information, this past 8 years we have told the investors that the collected funds are used directly to purchase MARS. If we were to disclose any specific information about Four Seasons Medical Group, I must need all information and a legal back up to educate my staff in Japan to be prepared for any questions. Our biggest sales point in Japan is the safety of the funds collected. The second biggest sales point is that we use the funds to purchase only MARS (with the right technology and the right personnel, a very reliable receivable to invest in). I hate to rush with such important matter but it will be very grateful if you can fax me your revised version with your approval as soon as possible to Keiko's private fax in Japan.

Thank you very much for your time,

Paul Suzuki

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EXHIBIT

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2:15-CR-00198-GMN

2-14-3 NAGATACHO AKASAKA TOKYU BLDG,6D
TOKYO JAPAN 100-0014
TEL:03-5510-4081 FAX:03-3509-1581

**MRI
INTERNATIONAL, INC**

FAX

TO : EDWIN FUJINAGA FROM : KEIKO SUZUKI
FAXNO : 702-363-1957 PAGES : (Including cover sheet) 1 page
PHONE : 702-396-8822 DATE : 3/16/2009
RE : INQUIRY CC : Richard
 URGENT REVIEW COMMENT PLEASE REPLY RECYCLE

Dear Mr. Fujinaga

One of our consumers has contacted the Kanto Finance Bureau and asked to see relative documents that state MRI is using the fund only for MARS, the intended investment product.

submit such documents.

I do not know what type of documents will be qualified as evidentiary documents, but I think that we need documents (such as some form of a receipt or purchase note or purchasing contract) from a third party stating such fact and not a MRI approved letter.

Thank you,
Keiko

GOVERNMENT
EXHIBIT
65
2:15-CR-00198-GMN

MEMO TO: Keiko
FROM: Edwin Fujinaga, CEO
REFERENCE: Official inquiry to Ministry
Dated: March 16, 2009

Dear Keiko:

In response to the attached request by the ministry, I discussed this matter with Richard to determine what kind of document is needed to confirm that MRI only uses the funds to purchase MARS.

In the meantime, I researched our files and found an up-dated Sterling Escrow letter that is dated September 15, 2008.

I assumed that this letter from escrow, dated September 15, 2008, was sent to ministry as part of our original registration.

In response to the attached request by the ministry, I discussed this matter with Richard to determine what kind of document is needed to confirm that MRI only uses the funds to purchase MARS.

As disclosed in all of our printed material that was submitted and approved by the ministry, I agree with Richard's recommendation.

Since Sterling Escrow is our official depository of funds from Japan, any letter to MRI from escrow becomes an official document that is subject to audit by the State of Nevada. I do not want to keep asking escrow to submit confirmation letters because of this reason.

Richard, will be calling you to discuss this matter with the ministry and advise me accordingly.

Thank you for your diligence on this matter.

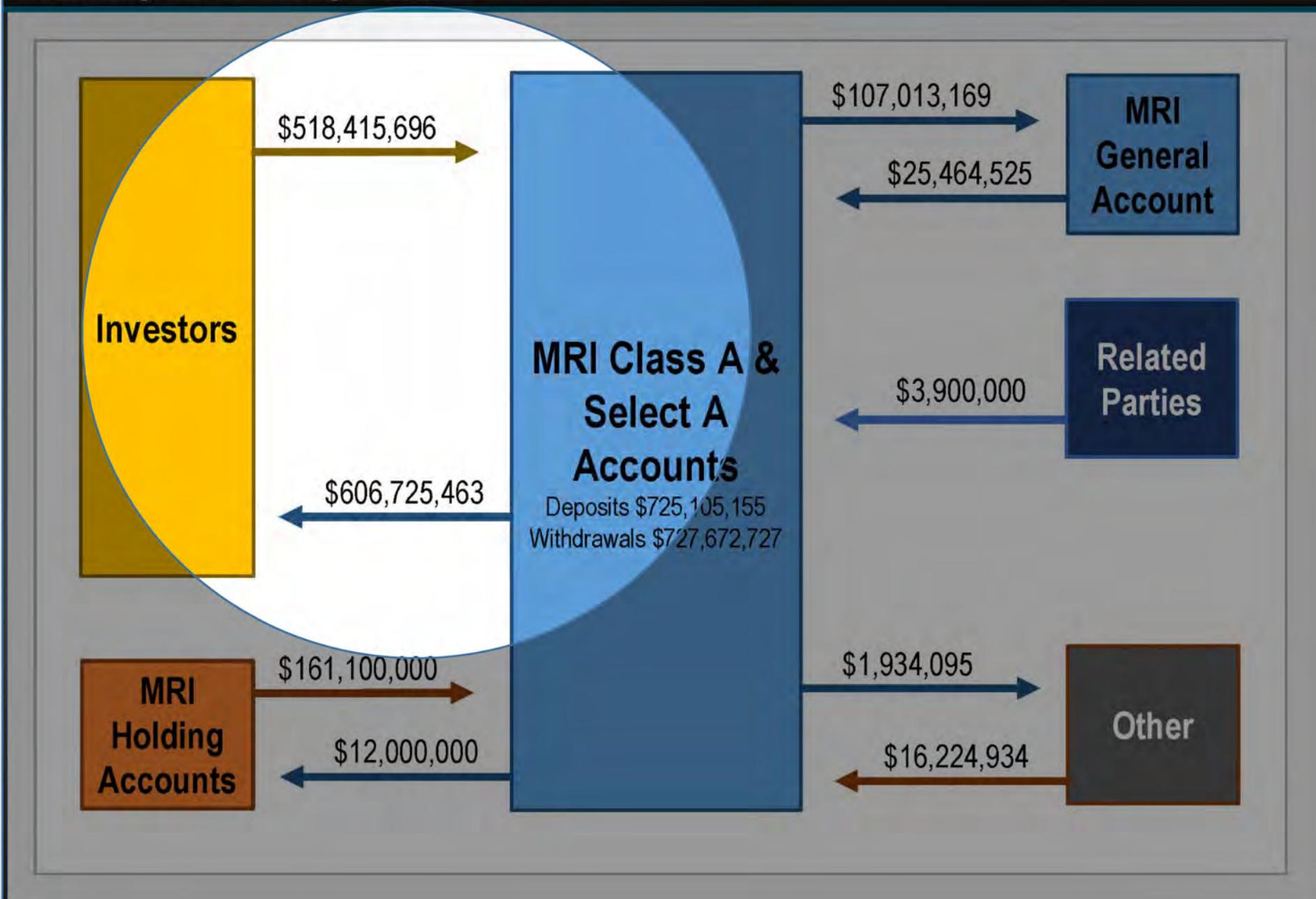
Sincerely,

Edwin Y. Fujinaga, CEO

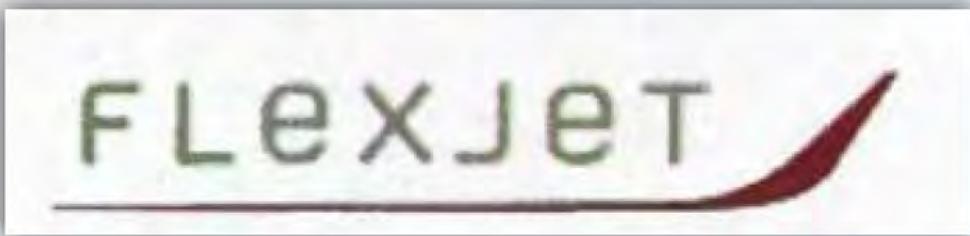
GOVERNMENT
EXHIBIT
66
2:15-CR-00198-GMN

GOVERNMENT
EXHIBIT
66
2:15-CR-00198-GMN

January 2009 – May 2013







Detail B - Current Period Trip Charges

Trip #2007120896

Date	Depart/Arrive	Lead Passenger	Item	Request	Flown	Notes*	Billed Hours	Rate	Sub Total	Flight Total
12/22/07	KLAS Las Vegas, NV to PHKO Hawaii Island, HI	Edwin Y. Fujinaga	Flight	300	300 (N515FX)		135	5.7	\$ 4,632.00	\$ 26,402.40
			FET Tax International						\$ 30.00	
			FET Tax 7.5% + Segment Fee						\$ 313.59	
			International Fees						\$ 800.00	\$ 27,545.99
12/28/07	PHKO Hawaii Island, HI to KLAS Las Vegas, NV	Edwin Y. Fujinaga	Flight	300	604 (N327FX)		135	5.8	\$ 5,147.00	\$ 29,852.60
			FET Tax 7.5% + Segment Fee						\$ 359.59	
			FET Tax International						\$ 45.00	
			International Fees						\$ 800.00	\$ 31,057.19
Trip #2007120896 Total							11.5			\$ 58,603.18

GOVERNMENT
EXHIBIT
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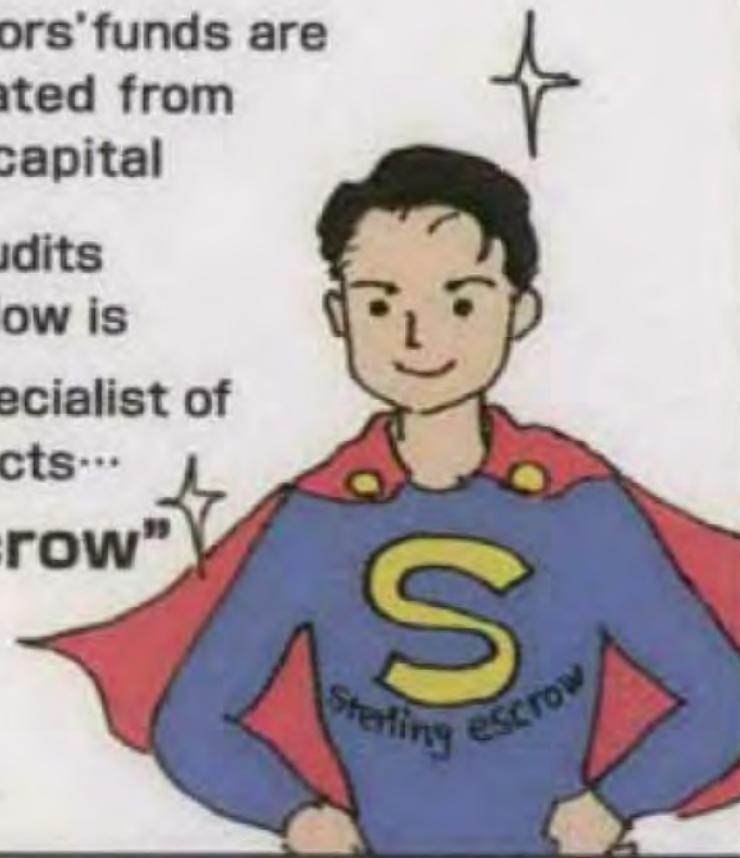
2:15-CR-00198-GMN

6 In the MRI Series

Investors' funds are separated from MRI's capital

who audits cash flow is the specialist of contracts...

"Escrow"



6 MRI シリーズで

分別管理を行には欠かせない
契約を扱う専門職
それが…
『エスクロー』



GOVERNMENT
EXHIBIT

84

2:15-CR-00198-GMN

GOVERNMENT
EXHIBIT

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2:15-CR-00198-GMN

Fax

• **Comments:** Dear Junzo:

I am faxing the new information required for the 2006 new brochures.
Thank you.

To: Junzo Suzuki

From: Edwin Fujinaga

FAX

Dear Mr. Fujinaga

We are now working on the new application form for 2007 and we will bring the drafts for your reviewing on next week, we would like to have your authorization while we are in Las Vegas.

TO : EDWIN FUJINAGA

FROM : JUZNO SUZUKI

GOVERNMENT
EXHIBIT

8

2:15-CR-00198-GMN

(17)

The biggest concern by all investors is the safety of your investment. MRI has structured a unique investment product to protect our investors' funds.

Escrow: is one of our key elements that protect our investors' funds from inappropriate use. What is Escrow? Escrow is a service first established in California for the

17. No change.

(18)

A) Main point is that escrow is a respectable third party institution and escrow is responsible that the funds collected from our investors are safely used accordingly to the contract. If MRI is insolvent escrow will be responsible to find another collection agency to collect the MARS in the lock box account and distribute to the investors. If escrow is insolvent the state government will be responsible for all dealing that escrow was handling.

18. No change.

(22)

The escrow system, the characteristics of a lockbox account, the guarantee act established by each state has been existed in America for quite some time. We have successfully combined these systems to create a secure and safe investment environment.

22. No change.

GOVERNMENT
EXHIBIT

27

2:15-CR-00198-GMN

(15) The lockbox account is a special account designed to process large volumes of monies from the billing and collecting receivables, therefore all funds in the lockbox account will not earn any interest. In the lockbox account any funds used to purchase an asset must meet a 1:1 ratio. Also any funds or assets in the lockbox account are controlled by the state and federal government. This means that if the financial institution is unable to operate, the financial institution can not touch the funds or assets in the lockbox account.

19. Change: Also, any funds in a lockbox account are subject to U.S. banking regulations. MRI's primary bank, Wells Fargo, is a very large regional bank within the U.S. and is ranked as one of the top 10 banks in our country.

(20) A) Main point is that any funds in lock box account are secured and controlled by state law if escrow is insolvent. Also the investors has the first right to the accounts funds and MARS if escrow or MRI is insolvent. Also if escrow is insolvent the funds in the lock box will not follow the pay off procedure.

20. Change the last sentence. Also, if escrow is insolvent, the funds in the lockbox account will still follow the same pay off procedures as funds or assets held in escrow.

FAX

TO: EDWIN FUJINAGA FROM: Richard Shintaku
FAX 702-363-1957 PAGES: including the cover page
PHONE: DATE: 9/9/2008
RE: Documents need the approvals CC:

Mr. Fujinaga

We are planning to start the sale for Select A 2008 from 9/24. In order to meet the deadline for printing, we need your approvals for those documents now.

When we had the meeting in Las Vegas, we were discussing a couple of documents which need your approvals before they go printings.

I have attached "Documents Delivered Prior to Agreement" and "Agreement" for your reminder.

Please read those documents and then fax back your approvals so that we can forward it to printing in Japanese format.

GOVERNMENT
EXHIBIT

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2:15-CR-00198-GMN

DOCUMENT DELIVERED PRIOR TO AGREEMENT

(This document is to be handed to our clients in compliance with the Financial Instruments and Exchange Law, Article 37-3.)

Please read the entire document

This document preliminarily states the potential risks and key points to remember for investors when signing an agreement (hereinafter, "this agreement") between our company (i.e., MRI International, Inc., hereinafter, "our Company"). Read the document thoroughly and clarify any unclear points before commencing the transaction.

Trade Name MRI International, Inc.
Address 5330 South Durango Drive, Las Vegas, Nevada, USA 89113
Phone (702) 396-8822
Financial Products Trader Our Company is a financial commodities trader transacting business in second-class financial merchandise, listed under the registry number as follows:
Registry Number: No. 1881 authorized by the Director of the Finance Bureau, Kanto Region (Financial Instruments)

Pre-Contract Documents

(These documents are delivered to you, pursuant to Article 37-3 of the Financial Instruments and Exchange Act.)

Please read the documents carefully

These documents explain your risks and points of attention in concluding the Financial Instruments Transaction Agreement (hereinafter referred to as "this Agreement") between you and MRI INTERNATIONAL, INC. (hereinafter referred to as "our Company," "we," "our" or "us"). Please read these documents carefully in advance, and confirm any unclear points before entering into this Agreement.

Company Name	MRI INTERNATIONAL
Address	5330 SOUTH DURANGO DRIVE LAS VEGAS, NV 89113 USA Phone: 702-396-8822
Financial instruments firm	We are a financial instruments firm that conducts a Type II Financial Instruments Business, and the registration number is: Kantou Zaimu Kyokuchou (Kinshou) No.1881

Financial Products Trading Contract

Since Party A has applied for the offering made by Party B in respect to the equity in the group investment scheme, Party A and Party B shall conclude the financial products trading contract (hereinafter, "Contract") as follows.

Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivables ("MARS"), which Party B will buy from medical institutions.
2. Party B uses the contributed money to buy MARS and execute collections ("Business Covered by the Investment"), distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

GOVERNMENT
EXHIBIT
42

2:15-CR-00198-GMN

Financial Products Trading Contract

The said customer ("Party A") has applied for the offering made by MRI INTERNATIONAL, INC. ("Party B") in respect to the equity in the group investment scheme, Party A and Party B shall conclude the financial products trading contract ("Contract") as follows.

To conclude this agreement, the Party A will receive Documents Delivered Prior to Contract issued by the Party B and sign the contract with the comprehension of the content.

Article 1 (Purpose)

1. Party A shall invest money ("Invested Amount") with Party B as capital to purchase Medical Accounts Receivables ("MARS"), which Party B will buy from medical industry.
2. Party B uses the contributed money to buy MARS and execute collections ("Business Covered by the Investment"), distributing part of the profit generated from the Business Covered by the Investment to Party A and returns the Invested Amount upon the expiration of the Contract term.

GOVERNMENT
EXHIBIT
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2:15-CR-00198-GMN

Dear Mr. Fujinaga,

The customer service center has continuously issued a newsletter to our investors for the past 7 years. Late last year, we have changed the name of the newsletter to "VIMO". Since, the customer service center has printed an English version of "VIMO". Currently, we have sent issues 1 through 4 to the head office. In this new version of the "VIMO", there is a page titled "MRI Tutorial". This section is mainly published to inform and educate our investors regarding MRI's business, MRI's financial product, and any information regarding to the receivable/financial environment.

All, published work has been approved by either Junzo or Keiko. But Junzo was not sure if this month's "MRI Tutorial" was appropriate or not. The theme is "funds".

Junzo suggested for prior approval.

This report is APPROVED.

Thank you.

Edwin Y. Fujinaga, CEO

GOVERNMENT
EXHIBIT

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2:15-CR-00198-GMN

GOVERNMENT
EXHIBIT

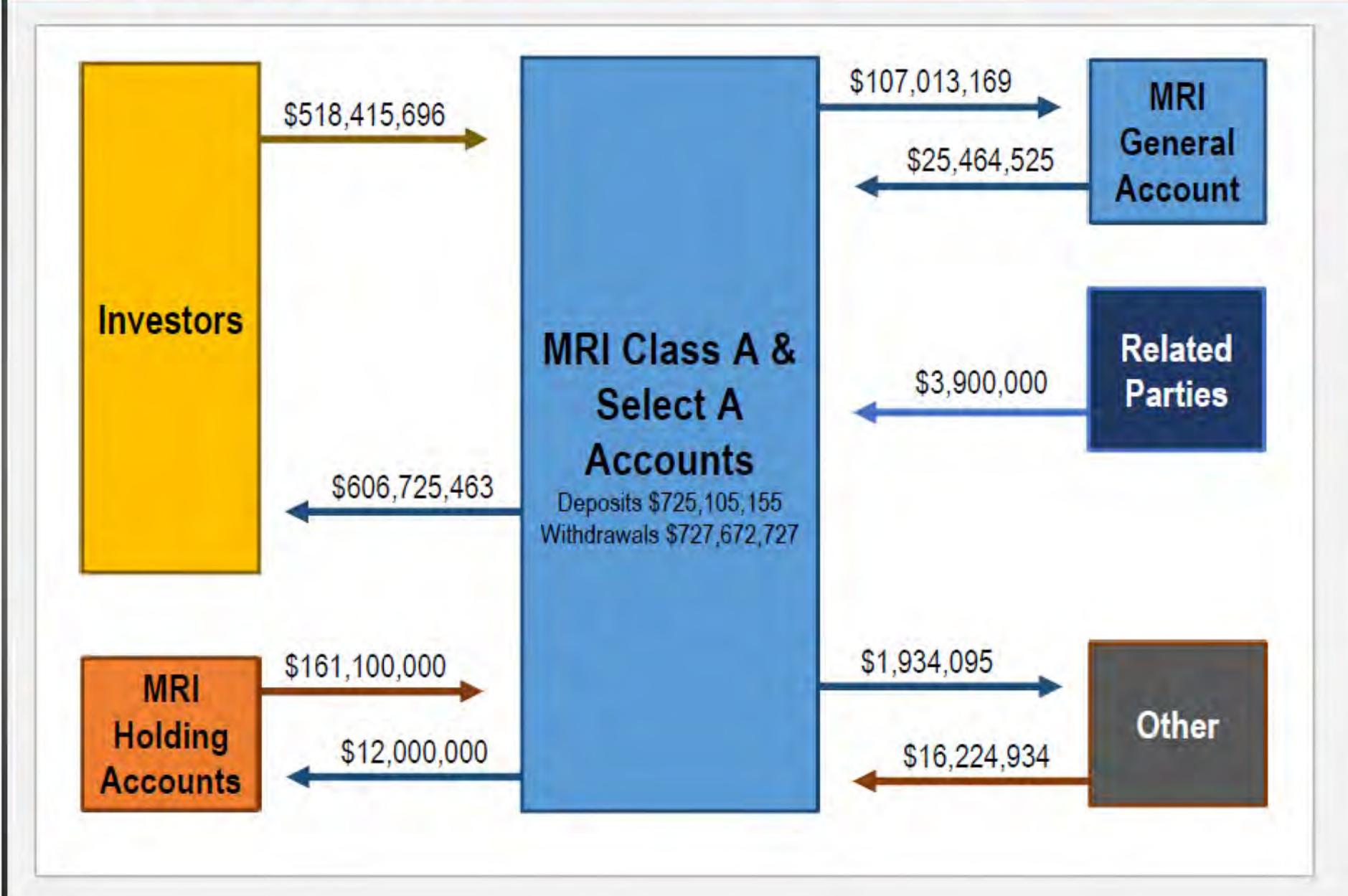
64

2:15-CR-00198-GMN

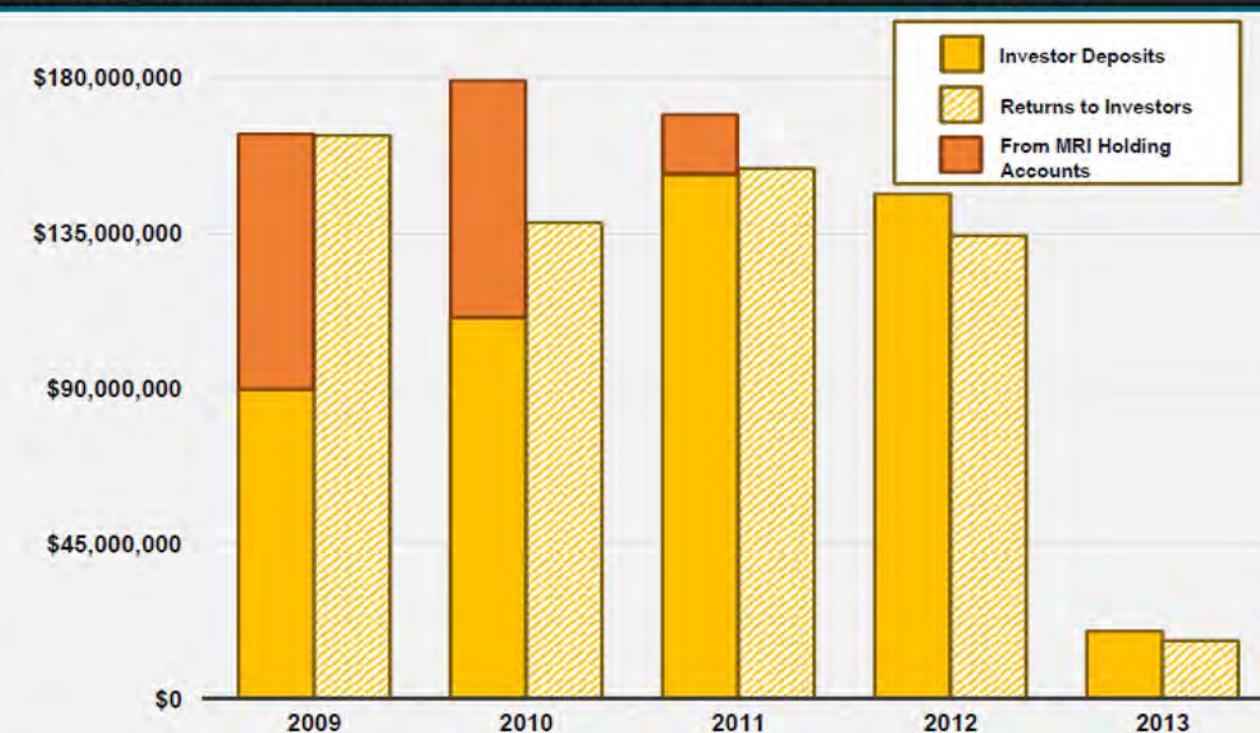
Class A & Select A Bank Account Activity
January 2009 – May 2013

Case22155ecr00099866MMNNJK Document#139561 Filed08/13/20 Page429 of 1263

GX 450



Investor Deposits and Returns to Investors January 2009 – May 2013



MEMO TO: Junzo
FROM: Edwin Fujinaga, CEO
REFERENCE: Information to ministry
Dated: April 22, 2009

Dear Junzo:

This memo is a summary of the various documents being submitted to Japan:

The most important information is the Process Flow of purchasing medical claims.

I am using the months of Jan – Jun-2008 wires received by Japan investors as an example.

The total amount of investor funds in this example is \$17,893,321.

Process Flow:

Wires from japan investor are first received in the MRI Holding Account at Wells Fargo Bank.
This account is administered by Sterling Escrow.

GOVERNMENT
EXHIBIT

68

2:15-CR-00198-GMN

100-0014
京都府千代田区永田町 2-14-3
赤坂東急ビル 6D
PHONE 03-5510-4081
FAX 03-3609-1061

MRI INTERNATIONAL, INC.

FAX

Mr. Fujinaga
送付先

FAX番号: 702-363-1957

電話番号:

件名: MRI Seminar

Dear Mr. Fujinaga,

I have attached the final script for our seminar beginning from April 8th. Please revise the

script and if there is no correction, please sign the approval section on the last page. I have looked over the script, and I am concerned about 1 information, this past 8 years we have told the investors that the collected funds are used directly to purchase MARS. If we were to disclose any specific information about Four Seasons Medical Group, I must need all information and a legal back up to educate my staff in Japan to be prepared for any questions. Our biggest sales point in Japan is the safety of the funds collected. The second biggest sales point is that we use the funds to purchase only MARS (with the right technology and the right personnel, a very reliable receivable to invest in). I hate to rush with such important matter but it will be very grateful if you can fax me your revised version with your approval as soon as possible to Keiko's private fax in Japan.

Thank you very much for your time,

Paul Suzuki

I have attached the final script and if there is no correction, please sign the approval section on the last page. I have looked over the script, and I am concerned about 1 information, this past 8 years we have told the investors that the collected funds are used directly to purchase MARS. If we were to disclose any specific information about Four Seasons Medical Group, I must need all information and a legal back up to educate my staff in Japan to be prepared for any questions. Our biggest sales point in Japan is the safety of the funds collected. The second biggest sales point is that we use the funds to purchase only MARS (with the right technology and the right personnel, a very reliable receivable to invest in). I hate to rush with such important matter but it will be very grateful if you can fax me your revised version with your approval as soon as possible to Keiko's private fax in Japan.

Thank you very much for your time,

Paul Suzuki

GOVERNMENT
EXHIBIT

25

2:15-CR-00198-GMN

MRI INTERNATIONAL

Fax

To:	Paul Suzuki	From:	Edwin Fujinaga, CEO
Fax:		Pages:	
Phone:		Date:	03/27/07
Re:	Miscellaneous	cc:	Richard Shintaku

Richard has also called to clarify how MRI is affiliated with the Four Seasons Medical Group. The answer is simple, MRI has nothing to do with the Four Seasons Medical Group.

Richard has also called to clarify how MRI is affiliated with the Four Seasons Medical Group. The answer is simple, MRI has nothing to do with the Four Seasons Medical Group.

Please do not use the Four Seasons Medical Group identity in any of our disclosure materials in Japan because it is a violation of both State and Federal health care laws for a non physician to own shares in a Medical Group Practice.

is a violation of both State and Federal health care laws for a non physician to own shares in a Medical Group Practice.

This contract with MRI Medical Management Group is a win win situation for MRI to grow its core business of purchasing claims.

I apologize for any misunderstanding and I look forward to seeing you in April.

Thank you.

FROM: CEO
REF: Status Report
DATE: April 10, 2012

Dear Junzo & Paul:

Thank you for keeping me apprised of the situation with our investors.

In this particular case, it is difficult to predict when the State will conduct an in depth examination of all escrow companies.

This examination is routine and MRI is not being targeted by the State.

The last in-depth State examination occurred approximately five years ago for a differen

In the case of ministry auditors, the following situation has occurred over the past three

Fifth, the fund raising must continue to cover all liquidations to allow MRI to focus on payments for all interest payments regardless of the due date.

Liquidations will be paid from new funds raised in Select A.

Second, do not change any disclosure documents or do any announcements in the news letter.

Third, any explanation will be confined to only individual investors that have called our office.

Fourth, I will provide a generic explanation for this delay but only after the investor is paid and a written apology is sent to the investor on an individual basis.

Fifth, the fund raising must continue to cover all liquidations to allow MRI to focus on payments for all interest payments regardless of the due date.

Liquidations will be paid from new funds raised in Select A.

We are still wasting money due to currency exchange issues and these funds could have been invested in Pharmacy claims at an average rate of return of 250 %.

We have lost so many opportunities to purchase claims from many Pharmacies.

The most important thing at this time is keep all interest payments current and reduce the amount of calls to our office.

I will handle this matter with Escrow.

GOVERNMENT
EXHIBIT

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2:15-CR-00198-GMN

MEMO TO: Junzo and Paul Suzuki
FROM: CEO
RE: Status Report
DATE: April 24, 2012

CONFIDENTIAL

3. CORRECTIVE ACTION.

AS I HAVE STATED BEFORE, TIMING IS OUR KEY STRATEGY.

It is important that you understand that MRI is financially very strong and in total compliance with the Period-end equity to period-end asset.

First, I have personally advanced to MRI the amount of \$6,000,000 to date to assist in our defense of the audit.

Third, I am projecting that Japan should be able to raise at least \$1,000,000 per day to pay future liquidations on schedule.

Third, I am projecting that Japan should be able to raise at least \$1,000,000 per day to pay future liquidations on schedule.

Fourth, I will need Junzo to advance \$1,000,000 to help MRI pay any outstanding liquidations that are still pending. Juno's advance will probably be paid off within 90-days or less.

I am confident that the Escrow audit maybe completed by the end of next week or so.

Junzo, this the proposed Corrective Plan of Action at this time but my goal is to end this audit as soon as possible.

Thank you and take care.

Sincerely,

Edwin Y. Fujinaga
CEO

GOVERNMENT
EXHIBIT
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2:15-CR-00198-GMN

Case 2:15-cr-00199-GMN-NJK Document 139561 Filed 08/13/20 Page 496 of 1263

MEMO TO: Paul Suzuki
FROM: CEO
REF: Wires to Japan
DATE: May 31, 2012

Dear Paul:

This is to inform you that I have signed an agreement with Escrow and the State examiners that confirms, in writing, that the audit is completed and as agreed with all parties.

The only remaining issue for MRI is the following:

We will need to replenish the funds in escrow through our fund raising in Japan to keep the liquidations and interest current, as we ramp up our revenue base within our pharmacy division.

We will need to replenish the funds in escrow through our fund raising in Japan to keep the liquidations and interest current, as we ramp up our revenue base within our pharmacy division.

In the mean time, I have sold or negotiated a bulk reimbursement for some of our backlog medical treatment claims to increase our liquidity position as soon as possible.

I am projecting that our raising in Japan is the fastest way to reserve sufficient liquidity to pay for liquidations and interest on a timely basis.

will close out at \$6,000,000.

I am projecting that our raising in Japan is the fastest way to reserve sufficient liquidity to pay for liquidations and interest on a timely basis.

Thank you for your support patience in this matter.

Sincerely,

Edwin Fujinaga, CEO

GOVERNMENT
EXHIBIT

146

2:15-CR-00198-GMN

~~CONFIDENTIAL~~

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MEMO TO: Paul
FROM: CEO
REF: Interest payments
DATE: August 1, 2012

Dear Paul:

However, I will need your help in raising funds to pay for all liquidations as soon as possible.

This is my current status:

I have used funds received from smaller MARS clients that were liquidated.

I would like to concentrate on paying all of the delayed interest payments and Japan expenses.

I need your help to focus on raising funds to pay for all delayed liquidation payments.

With your help on liquidations, we should be able to bring everything current by the end of August.

This plan will enable us to start the official PR and marketing programs on Sept. 9 with a clean slate.

Thank you and I look forward to seeing you at the next tour.

Sincerely,


Edwin Fujinaga
CEO

GOVERNMENT
EXHIBIT

162

2:15-CR-00198-GMN

CONFIDENTIAL

MEMO TO: Junzo and Paul
FROM: CEO
REF: Interest and liquidations
DATE: August 2, 2012

51

Dear Junzo:

All of the attached critical investors were paid in full.

I am attaching a list of all liquidations still pending for the following objectives:

Refer to my memo to Shui Ling

Of course, as we receive new money from Select A, Japan Stimulus, or MRI's clients, this should contribute to resolving the delayed payments much faster and reduce the risk of complaints as the fund stabilizes with no delayed payments and start rebuilding our reserves of cash for at least \$10,000,000.

Regarding interest:

This plan will also allow a greater opportunity to pay both interest and maximize liquidations, all at the same time.

Of course, as we receive new money from Select A, Japan Stimulus, or MRI's clients, this should contribute to resolving the delayed payments much faster and reduce the risk of complaints as the fund stabilizes with no delayed payments and start rebuilding our reserves of cash for at least \$10,000,000.

The Tele-conferencing went very well and it was great to see all of you in Japan.

Thank you for patience in this matter and I look forward to seeing all of you at the next investor tour.

Sincerely,

Edwin Fujinaga
CEO

GOVERNMENT
EXHIBIT

163

2:15-CR-00198-GMN

Wildfire Detailing

Wildfire Detailing
5537 Cypress Creek St.
N. Las Vegas, NV 89031

(702)379-4492
wildfiredetailing@hotmail.com

Bill To:
Factoring Co. X 1800 E. Desert Inn Rd. Las Vegas, NV 89109

Date	Invoice #
03/07/2013	1481
Terms	Due Date
Due on receipt	03/07/2013

- | | |
|------------|---|
| 02/18/2013 | BUGATTI; TIRES, FLUIDS, FUEL, RUN, WIPE DOWN. |
| 02/19/2013 | MCCLAREN; DETAIL |
| 02/20/2013 | ESCALADE; WASH |
| 02/20/2013 | BENTLEY; WASH |

02/18/2013	RESET WASH
02/18/2013	QUADPOLAR
02/18/2013	BUGATTI; TI
02/19/2013	MCCLAREN; DETAIL
02/20/2013	ESCALADE; WASH
02/20/2013	BENTLEY; WASH
02/20/2013	STRADALE; POLISH CARBON FIBER.
02/20/2013	GO THROUGH TAX BOXES FOR MR. FUJINAGA. 2 HRS
02/21/2013	GT; DETAIL
02/22/2013	C4500 WHITE; TIRES, FLUIDS, FUEL, RUN, WASH
02/22/2013	C4500 RED; TIRES, FLUIDS, FUEL, RUN
02/22/2013	HORSE TRAILER GENERATOR.
02/22/2013	BUS; CHARGE BATTERIES AND RUN GENERATOR.

FACTURING COMPANY X III, INC.
OPERATING ACCOUNT
1800 E. DESERT INN RD.
LAS VEGAS, NV 89169

WELLS FARGO BANK
530 S. LAS VEGAS BLVD., STE. 210
LAS VEGAS, NV 89101
94-7074/3212

66

006648

PAY TO THE
ORDER OF Wildfire Detailing

3/15/2013

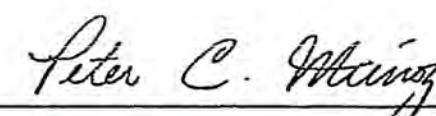
\$ 3,650.00*

*THREE THOUSAND SIX HUNDRED FIFTY AND XX / 100

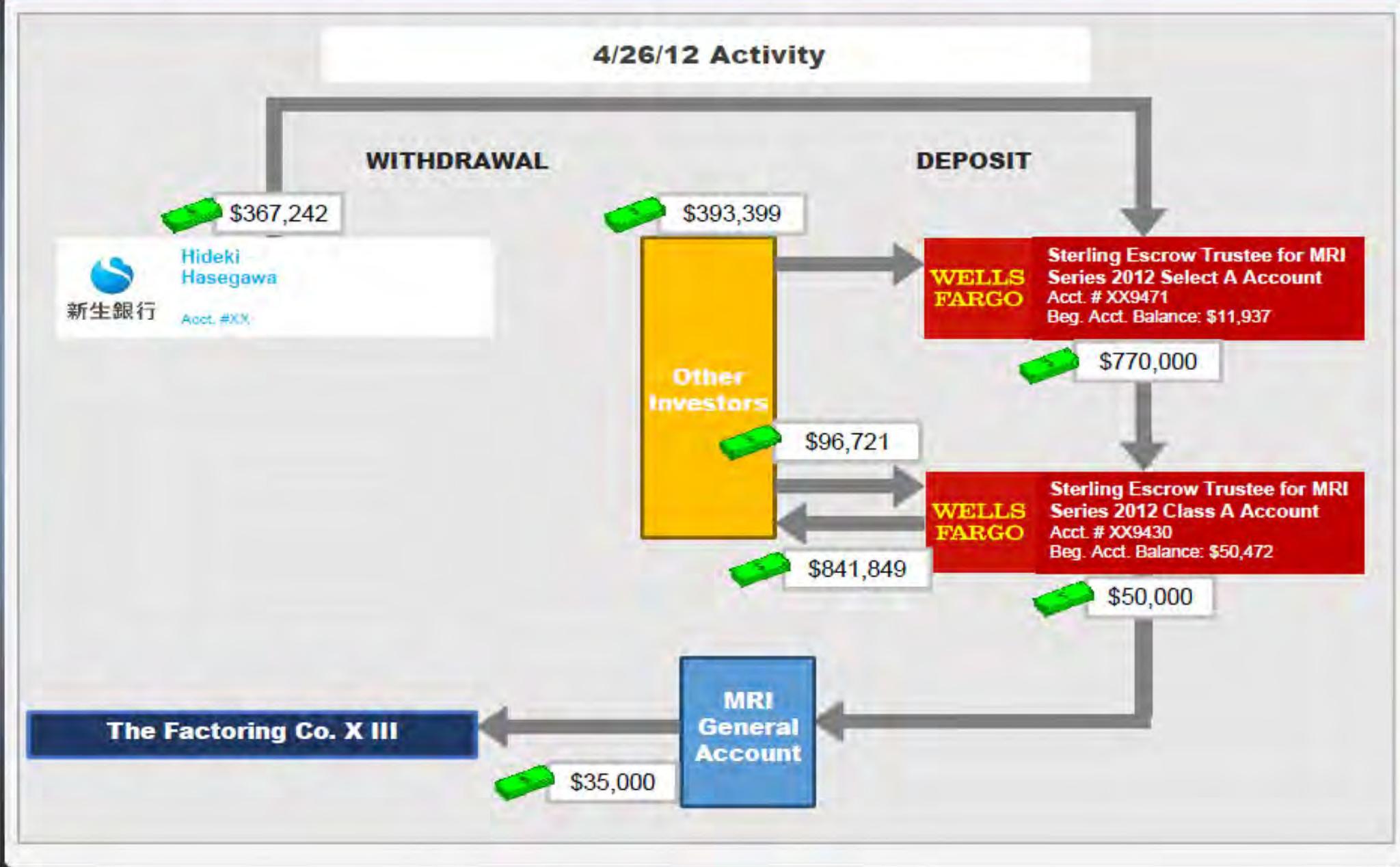
DOLLARS

Wildfire Detailing
5537 Cypress Creek St.
North Las Vegas, NV 89031

MEMO



4/26/12 Activity

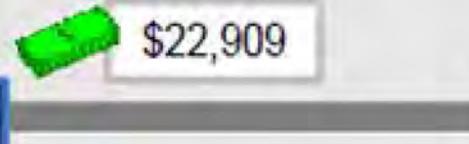


Use of Wire Transfer by Investor of \$367,242 (Count 10)

GX 482

4/26/12 Disbursements

The Factoring Co. X III



Andrea Fujinaga	\$20,000
Kevin Fujinaga	\$2,000
Hawaii Mgt. Alliance Association	\$909

MEMO TO: Junzo and Paul Suzuki
 FROM: CEO
 REF: Status Report
 DATE: April 24, 2012

CONFIDENTIAL

MEMO TO: Junzo and Paul Suzuki
 FROM: CEO
 REF: Status Report
 DATE: April 24, 2012

GOVERNMENT EXHIBIT
136
 2:15-CR-00198-GMN

3. **CORRECTIVE ACTION.**

AS I HAVE STATED BEFORE, TIMING IS OUR KEY STRATEGY.

It is important that you understand that MRI is financially very strong and in total compliance with the Period-end equity to period-end ass

First, I have person that are outstanding.

Third, I am projecting that Japan should be able to raise at least \$1,000,000 per day to pay future liquidations on schedule.

Second, I will personally advance the amount of \$4,000,000 to MRI to help MRI pay any interest or liquidations that are still pending.

Third, I am projecting that Japan should be able to raise at least \$1,000,000 per day to pay future liquidations on schedule.

Fourth; I will need Juno's advance will probabl

I am confident that the Junzo, this the proposed Co Thank you and take care.

Sincerely,

Edwin Y. Fujinaga
 CEO

4/26/12 Activity

WITHDRAWAL

\$367,242



Hideki Hasegawa
 Acct. #XX

DEPOSIT

\$393,399

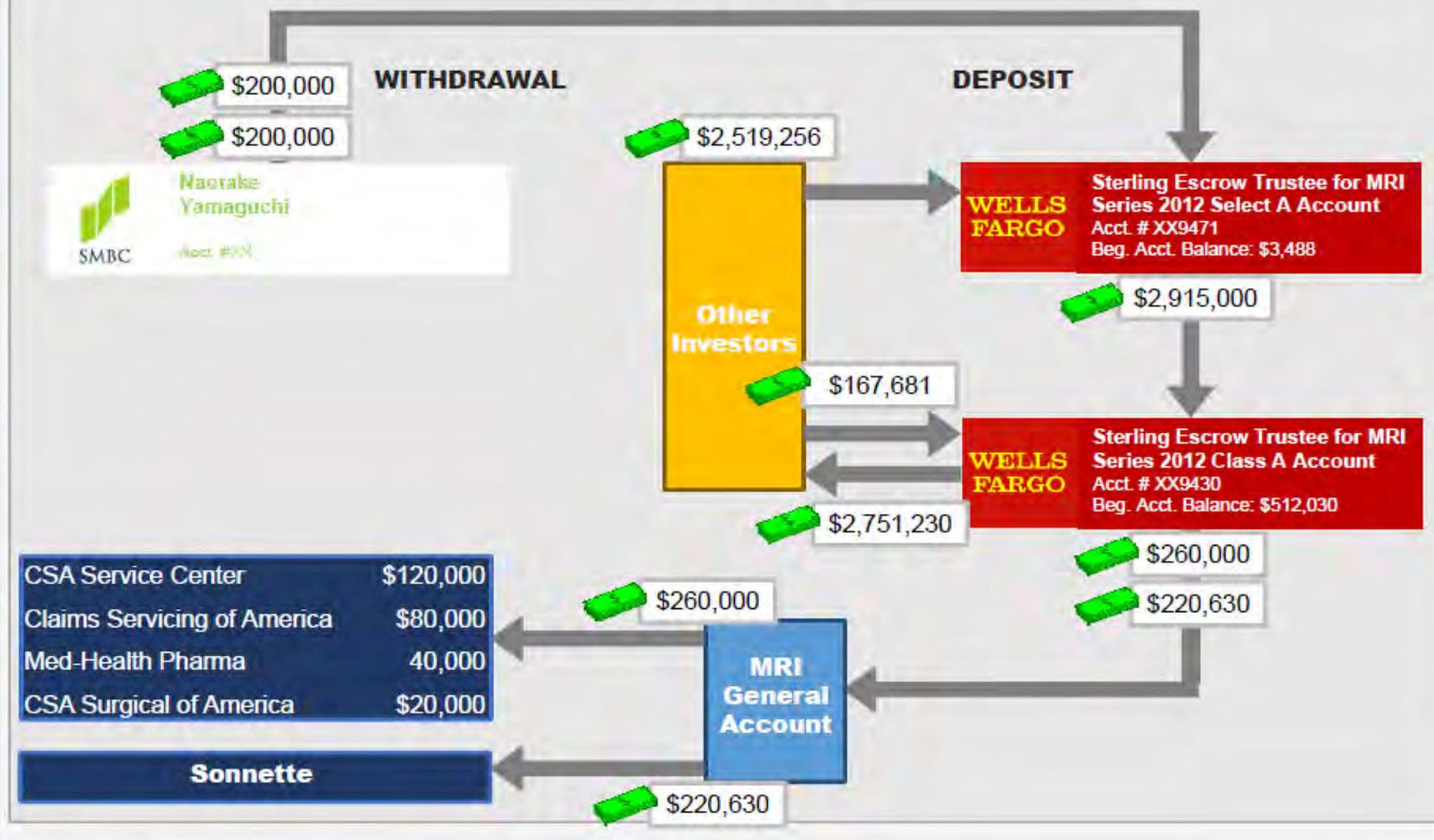
Other

WELL
FARGO

Sterling Escrow Trustee for MRI
 Series 2012 Select A Account
 Acct. # XX9471
 Beg. Acct. Balance: \$11,937

\$770,000

7/5/12 Activity



Use of Two Wire Transfers by Investor of \$200,000 (Counts 11 & 12)

GX 484

7/5/12 Disbursements

CSA Service Center	\$120,000
Claims Servicing of America	\$80,000
Med-Health Pharma	40,000
CSA Surgical Center of America	\$20,000



\$118,627

Olympus Construction	\$50,000
Chubb Group of Insurance Co.	\$19,820
Isabel Castillo Gardening Services	\$18,717
Hacienda La Cumbre	\$8,510
Kapoau'ula Ranch	\$5,705
Las Vegas Valley Water District	\$3,406
Coleman Airpark Phase 1	\$2,217
Tournament Players Club	\$1,075
Tournament Hill Comm. Assn	\$985
Other	\$8,189

Case 2:15-cr-00198-GMN Document 39561 Filed 08/13/20 Page 657 of 1263
FROM: CRO
REF: Status Report
DATE: April 10, 2012

Dear Junzo & Paul:

Thank you for keeping me apprised of the situation with our investors.

In this particular case, it is difficult to predict when the State will conduct an in depth examination of all escrow companies.

This examination is routine and MRI is not being targeted by the State.

The last in-depth State examination occurred approximately five years ago for a differen

Dear Junzo & Paul:

Thank you for keeping me apprised of the situation with our investors.

In this particular case, it is difficult to predict when the State will conduct an in depth examination of all escrow companies.

This examination is routine and MRI is not being targeted by the State.

Fifth, the fund raising must continue to cover all liquidations to allow MRI to focus on payments for all interest payments regardless of the due date.

Liquidations will be paid from new funds raised in Select A.

We are still wasting money due to currency exchange issues and these funds could have been invested in Pharmacy claims at an average rate of return of 250 %.

We have lost so many opportunities to purchase claims from many Pharmacies.

The most important thing at this time is keep all interest payments current and reduce the amount of calls to our office.

I will handle this matter with Escrow.

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MEMO TO: CEO
FROM: CEO
REF: Status Report
DATE: April 24, 2012

CONFIDENTIAL

Dear Junzo:

Thank you for keeping me apprised of the situation with our investors.

Just a note to let you know that I appreciate all of the support from all of you in the Japan office.

The following is MRI's Plans to return to a routine payment schedule for interest and liquidations.

I. CURRENT STATUS WITH ESCROW AUDIT

First, let me reconfirm to that this still a routine audit but expanded because of various matters that the State may consider to be very important,

As stated, this is both a financial audit as well as a document compliance audit on MRI's business of purchasing MARS within the U.S.

MARS マルスの審査の範囲と目的は以下の通りです。

The following is a list of items that the State is examining:

- Compliance with all of the terms and conditions of the Escrow agreement.
- A review of MRI's annual financial statements for 2011.
- Analyzing a random sampling of a minimum of 500,000 patient claims that MRI made over the last five years (2007, 2008, 2009, 2010, and 2011) to confirm the 1 - 1 Ratios.
- A financial review of MRI's Currency Exchange losses for 2009, 2010, and 2011 of \$81,721,202.
- A review of MRI's current and future policies and strategies to reduce MRI's exposure to Currency Exchange that are still averaging \$80 to \$81.
- The total amount of interest, liquidations, and Exchange Losses paid for the last three years. See Exhibit A.
- Selected Ratios
- Fund Balance as of 2011: \$1,266,706,317
- Total MARS Balance as of 2011: \$1,376,860,924
- Period-end equity to period-end asset: 108.70%

GOVERNMENT
EXHIBIT
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2:15-CR-00198-GMN

FROM: CEO
REF: Wires to Japan
DATE: May 31, 2012

Dear Paul:

This is to inform you that I have signed an agreement with Escrow and the State examiners that confirms, in writing, that the audit is completed and as agreed with all parties.

This is to inform you that I have signed an agreement with Escrow and the State examiners that confirms, in writing, that the audit is completed and as agreed with all parties.

The only remaining issue for MRI is the following:

Escrow had a balance of approximately \$31,000,000 that was being held as a reserve for currency exchange.

The \$30,000,000 will be taken from this fund leaving a balance of \$1,000,000 as of the date of the agreement with escrow and the State.

I am also negotiating with some of our clinical clients to terminate MIR's agreement with a 90-day notice that will close out at \$6,000,000.

I am projecting that our raising in Japan is the fastest way to reserve sufficient liquidity to pay for liquidations and interest on a timely basis.

Thank you for your support patience in this matter.

Sincerely,

Edwin Fujinaga, CEO

GOVERNMENT
EXHIBIT

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(Response from MRI)
3/14/13

Pursuant to the Orders Dated March 6, 2013, and March 8, 2013, issued by the Securities

In response to Inquiry # 2, there was no formal state post audit of the various MRI Series Trust Accounts. Rather, this internal assessment, performed at the request of MRI and in

In response to Inquiry # 1, the cause of the delay stems from the gaps of time between the maturity of investment and the actual collection of the MARS receivables. Because of the extremely strong yen of the recent years, MRI miscalculated the amount of cash required to pay back the investors, making it difficult to pay back the investors in a timely manner. Thus, the volatile market conditions, including the unforeseen strength of the yen, as well as the gap of time related to the actual collection of MARS receivables; both were the main factors that resulted in the "Delay."

As set forth above, there was no formal State audit.

MRI has and will continue to develop strategies to avoid this issue in the future.

Response To Inquiry # 2:

In response to Inquiry # 2, there was no formal state post audit of the various MRI Series Trust Accounts. Rather, this internal assessment, performed at the request of MRI and in conjunction with Sterling Escrow in Clark County, Nevada, was performed for the purpose of

As mentioned above, there were no State auditors involved.

As a result of this assessment, the United States headquarters of MRI determined that to preserve the continued integrity of the funds and to protect investors against volatile market exchange rates, a reserve fund of thirty (30) million dollars would be established in order to ensure continued liquidity and payments to investors pending collection and disbursement of the MARS proceeds in a timely fashion. MRI's decision to establish this reserve, as well as this internal audit, has contributed to the "Delay." MRI is executing its post-assessment plan to finalize the transactions sufficient to meet the post-assessment reserve it has determined will maintain the integrity of the funds and protects its investors.

Pursuant to the Orders Dated March 14, 2013, and March 18, 2013, issued by the Securities and Exchange Surveillance Commission ("SESC"), as well as the supplemental Exhibit attached thereto, MRI International, Inc., by and through its Representative Director, Edwin Y. Pujinaga, responds to the Commission's inquiry and continues to supplement its prior responses as follows:

Responses To Inquiries From Order Dated March 14, 2013 (Deadline March 22)

Supplemental Response To Inquiry (2)[1]:

As a supplemental response to this inquiry, MRI has produced banking records from 2009-2013 for its Class and Select Trust Accounts, and has produced banking records for the lockbox accounts described in previously responses and as requested by the Ministry. Additional records have been requested from MDT, and the same will be supplemented when received.

In response to Inquiry (2)[1], there was no formal state post audit, as previously responded to by MRI. With respect to the rationale provided to the Investors, the response could have been worded differently and was a regrettable mistake and a poor choice of words in English as conveyed to the Tokyo Office by the United States headquarters. When the Delay

Response To Inquiry (2)[4]

As a supplemental response to this inquiry, MRI has produced records from 2009-2013 for its Class and Select Trust Accounts, and has produced records relative to the lockbox accounts as well as other accounts. MRI continues to compile information as requested by the Ministry and the SESC and will produce this information as it is continued to be received.

Response To Inquiry (2)[5]

MRI is still preparing this statement, and will produce it as soon as it is complete.

Response To Inquiry (2)[1]

As a supplemental response to this inquiry, MRI has produced correspondence detailing the creation of the Trust Accounts as well as additional correspondence outlining creation of specific lockbox accounts.

Response To Inquiry (2)[3]

BILLING PERIOD	COLLECTIONS	TOTAL COLLECTIONS
ANAHEIM NSC II 2004	4,846,908	
ANAHEIM NSC II 2005 - SEPT 2010	5,450,014	
ANAHEIM NSC II OCT - DEC 2010	15,914	10,312,836
ANAHEIM CENTER BACKLOG (WORKER'S COMP)		36,300,457
ONTARIO NSC III 2004	944,752	
ONTARIO NSC III 2005 - SEPT 2010	16,518,235	
ONTARIO NSC III OCT - DEC 2010	720,423	18,183,410
		98,214,537
LESS: REVENUE RECOGNIZED		
2004	(98,833)	753,502
2005	(113)	933,835
2006	(5)	11,956,811
2007	0	3,837,683
2008	(20,000)	4,590,430
2009	<u>(16,145,815)</u>	<u>2,535,138</u>
		193,618,639
TOTAL INCOME 2010	<u><u>72,157,766</u></u>	(105,196,107)
2004	(98,833)	
2005	(113)	
2006	(5)	
2007	0	
2008	(20,000)	
2009	<u>(16,145,815)</u>	<u>2,535,138</u>
		193,618,639
TOTAL INCOME 2010	<u><u>72,157,766</u></u>	

GOVERNMENT
EXHIBIT**234**

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ITEM	AMOUNTS	CUMULATIVE
Operating Revenue:		
Med-Health Pharmaceutical Products (10% Discount)	11,956,811	- Looks like 10%
One Stop (10% Discount)	3,837,683	- Looks like 10%
HOYS Drugs (10% Discount)	4,590,430	- Who Knows?
HOYS Hospital Pharmacy (10% Discount)	2,535,138	- 10%
Ontario Surgery Center (On-Going @ 10%)	19,233,948	
Ontario Backlog (Worker's Comp. @ 50%)	98,214,597	
Anaheim Center Backlog (Worker's Comp. @ 50%)	36,300,457	
Less Bad Debt @ 15%	-31,317,725	
Other operating revenue - Accrued interest @ 5 years	78,883,821	
Total Operating Revenue	\$ 224,245,200	\$ 224,245,200

+ 0,000,021

Operating Expenses		
MARS Purchase Price		
Salary & Wages		
Payroll Tax		
Fed-unemployment Tax		
ADP Fees		
Advertising		
Accounting Fees		
Consulting Fees & Commissions		
Collection Fees @ 6%		
Escrow Fees		
Dues & Subscriptions		
Investor Benefit		
Employee Benefits		
Meals and Entain.		
Marketing Fees	98,966	
Interest Expense	67,044,264	
Service Center in Japan	5,834,166	
Office Supplies	47,242	
Postage	97,419	
Legal Fees	102,332	
Repairs & Building Maint.	28,818	
Security	87,043	
Utilities	32,079	
Travel & Conferences	198,218	
Transportation	409,831	
Transportation Factoring	30,000	
Maint. & Janitorial	11,434	
Total Expenses	\$ 192,039,101	\$ 192,039,101
NET INCOME FROM OPERATIONS	\$ 32,206,099	\$ 32,206,099
EARNINGS BEFORE TAX	\$ 32,206,099	\$ 32,206,099
NET INCOME (LOSS)	\$ 32,206,099	\$ 32,206,099

105,196,107

GOVERNMENT
EXHIBIT

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2:15-CR-00198-GMN

MEMO TO: Peter
FROM: Ed Fujinaga
REFERENCE: Miscellaneous
DATE: September 3, 2009

Dear Peter:

This memo is further clarification of Raven's job responsibility as stated in the attached memos.

Raven or no one will have access to MRI General Account, MRI Holding account,

Raven or no one will have access to MRI General Account, MRI Holding account, or any accounts that are labeled "Restricted and High Confidentiality".

Furthermore, the financial system in Japan is culturally very different for the U.S. and many new laws have been created to protect the confidentiality of all investor financial information.

Only Sterling Escrow and I are designated as the authorized representative in the U.S. for all of our financial affairs between Japan and the U.S.

The less people involved with Japan is, in my opinion, the best option to prevent any miscommunication with our people in Japan.

Thank you.

MEMO TO: Raven
FROM: Edwin Fujinaga
RE: Revenue Reports
DATE: April 4, 2011
cc: Peter

Dear Raven:

This is regarding the tax returns for Claims Servicing, MRI, and CSA Service Center.

Please do not file a return pending my analysis of revenue for these entities.

Tank you.

MEMO TO: Paul Suzuki
FROM: CEO
REF: Miscellaneous
DATE: June 17, 2012

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Dear Paul:

Approximately 30-days has transpired as off the date of the settlement and this agreement.

As discussed, the settlement required MRI to transfer \$30,000,000 to GMN.

The ramp up projected time period was estimated at 60-days from the date of the settlement.

This reserve is critical to pay interest and liquidations on a timely basis.

The following is a list of strategies and projected cash enhancement areas:

I. Other Solutions.

1. Fund raising in Japan.
2. Sell a limited amount of medical treatment backlog claims so long as the loan to value ratio is maintained.
3. Provide additional financial support from major stockholder (CEO) on a temporary basis.
4. Provide additional reserves for Public Relations, internet, marketing and sales.
5. Reduce the payment of daily interest by 15% initially and gradually increase the amount of interest pay to compounding interest.

I. Other Solutions.

1. Fund raising in Japan.

2. Sell a limited amount of medical treatment backlog claims so long as the loan to value ratio is maintained.

3. Provide additional financial support from major stockholder (CEO) on a temporary basis.

4. Provide additional reserves for Public Relations, internet, marketing and sales.

5. Reduce the payment of daily interest by 15% initially and gradually increase the amount of interest pay to compounding interest.

II. Projected Financial Enhancement Programs.

7. Sell a limited amount of medical backlog claims:

Surgery Center #1: \$5,500,000 non recourse

Surgery Century #2: \$2,500,000 non recourse

8. Additional loans to MRI: \$2,000,000 by (CEO) Projected to be available at

9. Convert interest pay to compounding, initially at 15% of annual interest payments for

Reduction of cash payments for interest: (annually): \$10,800,000

III. Revenue Enhancement Programs.

10. Negotiating with 25 pharmacies in Colorado.

11. Estimated annual sales of: \$75,000,000

Thank you very much.

Sincerely,

Edwin Fujinaga, CEO

I. Other Solutions.

1. Fund raising in Japan.
2. Sell a limited amount of medical treatment backlog claims so long as the loan to value ratio is maintained.
3. Provide additional financial support from major stockholder (CEO) on a temporary basis.
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Reduction of cash payments for interest: (annually): \$10,800,000

III. Revenue Enhancement Programs.

10. Negotiating with 25 pharmacies in Colorado.

11. Estimated annual sales of: \$75,000,000

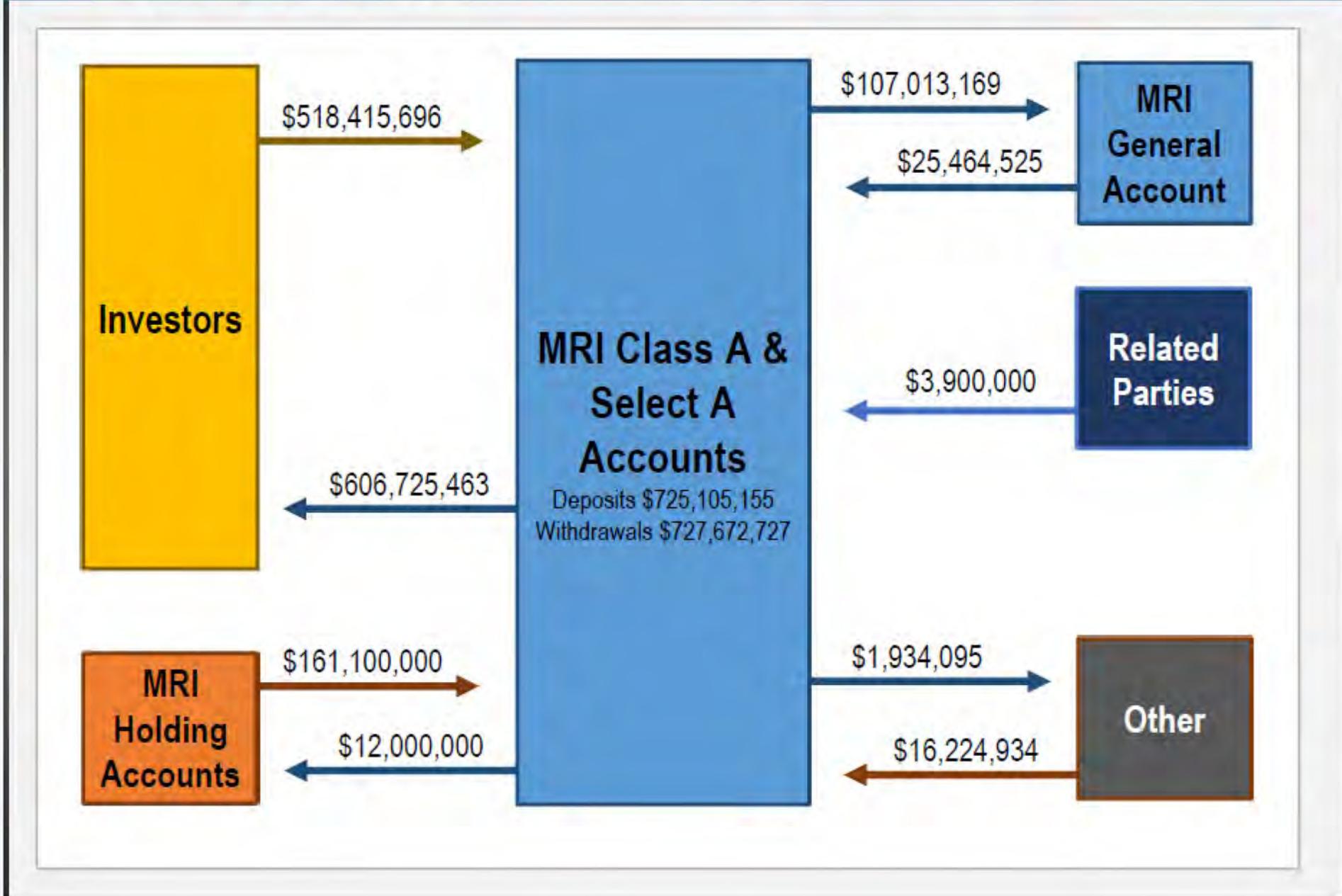
28

GOVERNMENT
EXHIBIT

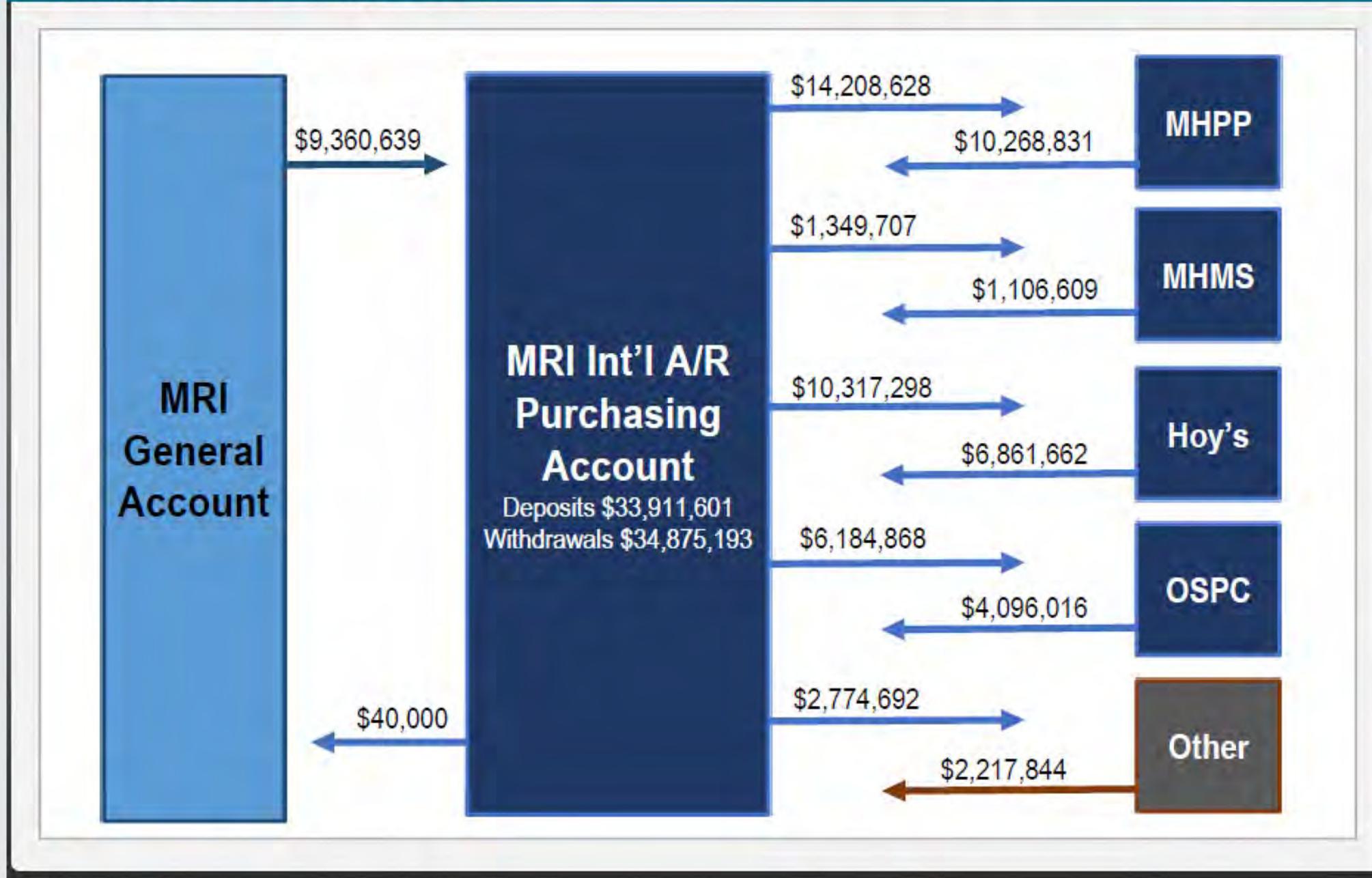
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January 2009 – May 2013



January 2009 – May 2013



September 06, 2012

Dear Mr. Fujinaga,

I am sorry I have no records for the year of 1999 - 2006.

YEAR	TOTAL INTEREST PAID		OUTSTANDING BALANCE
	2001	2002	
2009	58,265,812		1,043,659,983
2010	66,987,394		1,194,268,974
2011	72,892,964		1,415,362,111
2009	58,265,812	1,043,659,983	
2010	66,987,394	1,194,268,974	
2011	72,892,964	1,415,362,111	
as of Aug 2012	48,056,433	1,536,333,738	

Thank you,

Shiu Ling

GOVERNMENT
EXHIBIT

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<u>FACILITY</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>
MRI Purchased claims...	0.00	24,525.00	30,946.81
Encino/Anaheim/Camarillo			
Friedman Professional Mgmt	<u>2009</u>	<u>2010</u>	<u>2011</u>
	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>
Good Shepherd I & II	682.32	0.00	0.00
<u>GRAND TOTAL</u>	<u>10,566,280.02</u>	<u>17,849,889.36</u>	<u>24,371,011.32</u>

Med-Health Pharmaceutical Products	3,603,357.79	5,668,509.83	6,763,683.74
Encino/Anaheim/Ontario/Camarillo	6,486,956.31	5,127,606.44	4,804,546.72
One-Stop Pharmacy	0.00	3,063,234.17	3,811,309.93
Hoy's Inc.	0.00	3,092,591.25	8,100,572.07
<u>GRAND TOTAL</u>	<u>10,566,280.02</u>	<u>17,849,889.36</u>	<u>24,371,011.32</u>
6% of Collections	633,976.80	1,070,993.36	1,462,260.68
Grand Total of 6% Collections			3,167,230.84

GOVERNMENT
EXHIBIT
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TOTAL REVENUE

ONE STOP PHARMACY

CASH POSTED THROUGH: 12-31-11

<u>BATCH #</u>	<u>BILLING</u>	ONE STOP PHARMACY										CASH POSTED THROUGH: 12-31-11		
		<u>BILLING</u>	<u>PURCHASE</u>	<u>GROSS</u>	<u>COPAY</u>	<u>EXPECTED</u>	<u>PURCHASE</u>	<u>2010</u>	<u>2011</u>	<u>TOTAL</u>	<u>% OF</u>	<u>% OF</u>		
<u>PURCHASED</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>REVENUE</u>	<u>PRICE</u>	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>	<u>PURCHASE</u>	<u>NET</u>			
1 - 4	January 2010	January 2010	01/25/10	337,058.33	20,436.04	316,622.29	284,980.07	289,855.33	40,704.00	330,359.33	115.93%	104.34%		
5 - 8	February 2010	February 2010	03/03/10	293,444.09	15,982.48	277,451.61	255,335.11	267,795.00	23,721.09	291,516.09	114.17%	105.07%		
9 - 12	March 2010	March 2010	03/30/10	307,893.70	16,622.89	291,270.81	273,794.57	277,384.78	27,834.27	305,219.05	111.48%	104.79%		
13 - 16	April 2010	April 2010	04/26/10	294,772.74	13,976.60	280,796.14	263,948.37	266,571.05	24,195.08	290,766.14	110.16%	103.55%		
17 - 21	May 2010	May 2010	05/01/10	378,027.35	14,837.56	363,189.79	341,398.41	355,482.82	22,269.84	377,752.26	110.65%	104.01%		
22 - 25	June 2010	June 2010	07/02/10	293,330.58	9,574.41	283,756.17	266,730.81	277,382.83	16,245.11	293,627.94	110.08%	103.48%		
26 - 29	July 2010	July 2010	07/30/10	289,336.38	9,121.77	280,214.61	263,401.73	269,856.89	20,197.08	290,052.97	110.12%	103.51%		
30 - 34	August 2010	August 2010	08/30/10	368,514.28	10,854.03	357,860.25	324,868.03	353,068.13	19,014.71	372,082.84	114.53%	104.03%		
35 - 38	September 2010	September 2010	09/27/10	261,295.87	8,407.79	252,888.08	227,599.29	211,797.79	52,103.03	263,900.82	115.95%	104.35%		
39 - 42	October 2010	October 2010	10/25/10	297,870.22	11,700.11	285,970.11	257,373.13	278,986.87	13,102.85	292,088.72	113.49%	102.14%		
43 - 46	November 2010	November 2010	11/22/10	283,633.50	8,769.90	274,863.70	247,377.33	149,557.51	139,317.11	288,874.62	118.77%	105.10%		
47 - 52	December 2010	December 2010	01/04/11	432,706.10	12,959.84	419,748.26	377,771.63	65,697.37	338,146.81	423,044.18	112.20%	100.98%		
53 - 56	January 2011	January 2011	01/31/11	284,111.72	13,832.37	270,479.35	243,431.41	0.00	269,158.20	269,158.20	110.57%	99.51%		
57 - 60	February 2011	February 2011	03/02/11	308,481.41	10,487.75	297,993.66	268,194.29	0.00	294,302.65	294,302.65	109.73%	98.78%		
61 - 64	March 2011	March 2011	03/30/11	284,395.55	8,759.52	275,836.03	248,072.44	0.00	283,073.65	283,073.65	114.11%	102.70%		
65 - 68	April 2011	April 2011	04/28/11	274,074.78	9,738.44	264,336.34	237,922.70	0.00	243,061.27	243,061.27	102.17%	91.95%		
69 - 73	May 2011	May 2011	05/03/11	308,114.94	11,471.84	296,843.30	268,978.90	0.00	300,803.57	300,603.57	112.59%	101.34%		
74 - 77	June 2011	June 2011	06/28/11	290,469.64	8,654.78	281,614.86	253,453.38	0.00	270,276.96	270,276.96	110.19%	99.17%		
78 - 82	July 2011	July 2011	08/04/11	314,072.67	10,399.19	303,673.48	273,306.14	0.00	303,126.41	303,126.41	110.91%	99.82%		
83 - 86	August 2011	August 2011	08/29/11	254,029.14	8,166.14	245,863.00	221,276.71	0.00	214,723.22	214,723.22	97.04%	87.33%		
87 - 90	September 2011	September 2011	09/27/11	283,482.47	7,800.03	275,862.44	249,276.19	0.00	240,030.10	240,030.10	90.68%	87.01%		
91 - 95	October 2011	October 2011	11/01/11	319,710.36	10,004.24	309,706.12	278,735.51	0.00	297,728.18	297,728.18	106.81%	96.13%		
96 - 99	November 2011	November 2011	11/28/11	243,519.44	7,703.90	235,915.54	212,323.98	0.00	218,025.78	218,025.78	102.69%	92.42%		
100 - 103	December 2011	December 2011	12/30/11	242,522.88	7,909.10	234,613.78	211,152.40	0.00	111,349.15	111,349.15	52.73%	47.46%		
				7,244,748.24	267,980.52	6,976,767.72	6,347,682.53	3,063,234.17	3,811,309.93	6,874,544.30	108.30%	98.53%		

GOVERNMENT
EXHIBIT

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<u>FACILITY</u>	2009 <u>COLLECTIONS</u>	2010 <u>COLLECTIONS</u>	2011 <u>COLLECTIONS</u>
MRI Purchased claims...	0.00	24,525.00	30,946.81
Encino/Anaheim/Camarillo			

Friedman Professional Mgmt	2009 <u>COLLECTIONS</u>	2010 <u>COLLECTIONS</u>	2011 <u>COLLECTIONS</u>
Good Shepherd I & II	682.32	0.00	0.00

GRAND TOTAL**10,566,280.02****17,849,889.36****24,371,011.32**

Med-Health Pharmaceutical Products	3,603,357.79	5,668,509.83	6,763,683.74
Encino/Anaheim/Ontario/Camarillo	6,486,956.31	5,127,606.44	4,804,546.72
One-Stop Pharmacy	0.00	3,063,234.17	3,811,309.93
Hoy's Inc.	0.00	3,092,591.25	8,100,572.07
<u>GRAND TOTAL</u>	<u>10,566,280.02</u>	<u>17,849,889.36</u>	<u>24,371,011.32</u>
6% of Collections	633,976.80	1,070,993.36	1,462,260.68
Grand Total of 6% Collections			3,167,230.84

BUY SUMMARY

BUY #	FACILITY	# OF CLAIMS	DATE RANGE	RETAIL TOTAL	COPAY	PERCENT
1	HOY'S HOSPITAL PHARMACY	203	10-01-09 - 10-31-09	17,145.87	3,093.32	—
1	HOY'S DRUG STORE	673	10-01-09 - 10-31-09	45,221.49	8,588.43	—
2	HOY'S HOSPITAL PHARMACY	498	11-01-09 - 11-30-09	33,253.64	2,299.37	94%
2	HOY'S DRUG STORE	868	11-01-09 - 11-30-09	65,175.16	8,641.28	94%
3	HOY'S HOSPITAL PHARMACY	973	12-01-09 - 12-31-09	74,824.15	5,295.16	—
3	HOY'S DRUG STORE	1733	12-01-09 - 12-31-09	123,069.68	19,674.83	—
GRAND TOTAL		4948		358,689.99	47,592.39	94%

**PURCHASE PRICE
% OF EXPECTED**

PURCHASE PRICE
13,209.40
34,435.08
29,097.01
53,141.85
65,357.25
97,191.16
292,431.74

94%
94%

<u>FACILITY</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>
MRI Purchased claims...	0.00	24,525.00	30,946.81
Encino/Anaheim/Camarillo			
Friedman Professional Mgmt	2009	2010	2011
	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>	<u>COLLECTIONS</u>
Good Shepherd I & II	682.32	0.00	0.00
Hoy's Inc.	0.00	3,092,591.25	8,100,572.07
Med-Health Medical Supplies	475,283.60	579,959.66	569,918.27
GRAND TOTAL	<u>10,566,280.02</u>	<u>17,849,889.36</u>	<u>24,371,011.32</u>
One-Stop Pharmacy	0.00	3,063,234.17	3,811,309.93
Hoy's Inc.	0.00	3,092,591.25	8,100,572.07
GRAND TOTAL	<u>10,566,280.02</u>	<u>17,849,889.36</u>	<u>24,371,011.32</u>
6% of Collections	633,976.80	1,070,993.36	1,462,260.68
Grand Total of 6% Collections			3,167,230.84

September 06, 2012

Dear Mr. Fujinaga,

I am sorry I have no records for the year of 1999 - 2006.

YEAR	TOTAL INTEREST PAID	OUTSTANDING BALANCE
1999	73,025	N/A
2000	1,617,217	N/A

YEAR	TOTAL INTEREST PAID	OUTSTANDING BALANCE
2004	16,079,043	N/A
2005	40,446,490	
2011	72,892,964	1,415,362,111
2008	50,888,750	955,206,500
2009	58,285,812	1,043,659,983
2010	66,987,394	1,194,288,974
2011	72,892,964	1,415,362,111
as of Aug 2012	48,056,433	1,536,333,738

Thank you,

Shiu Ling

GOVERNMENT
EXHIBIT

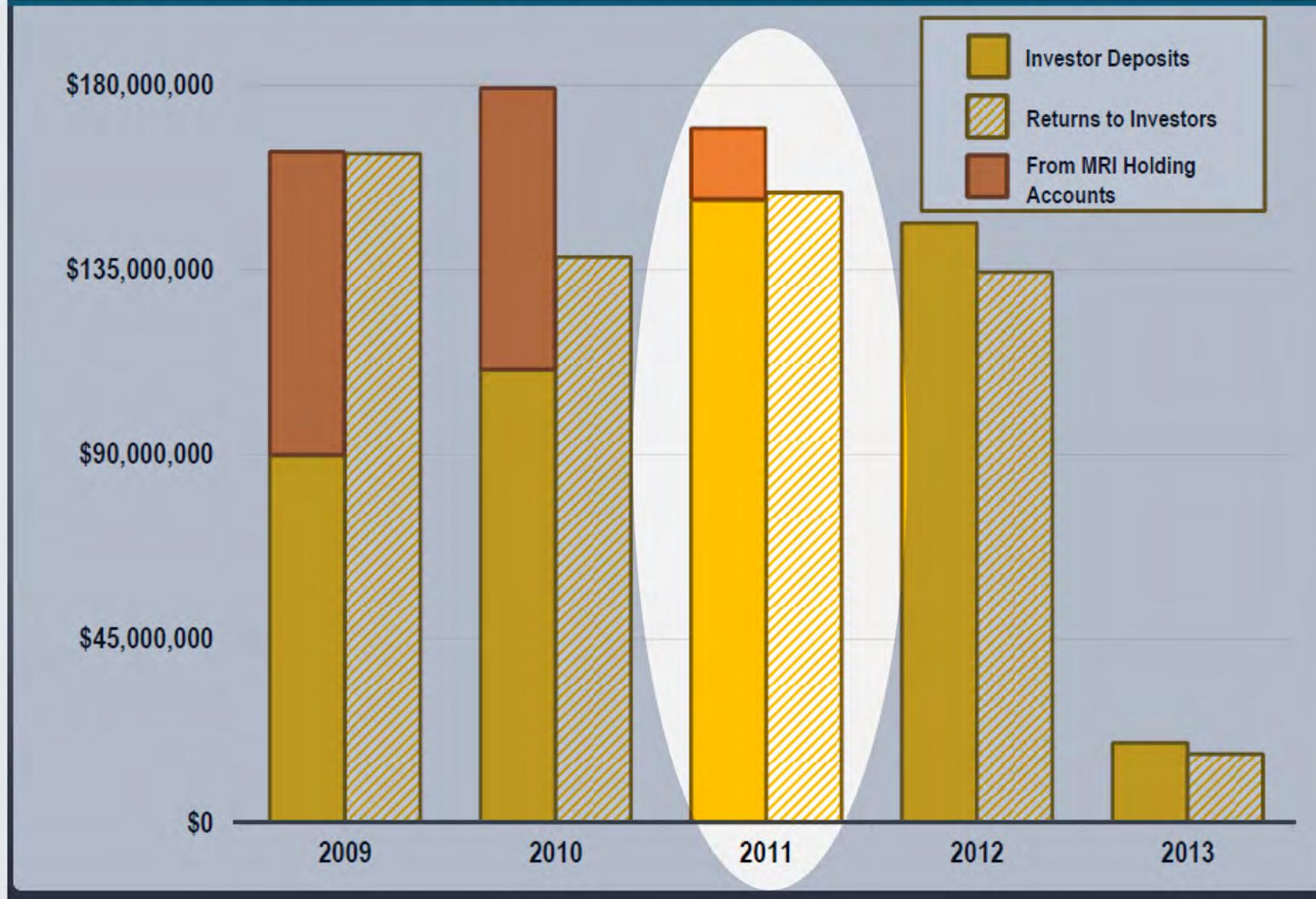
249

2:15-CR-00198-GMN

Class A and Select A Bank Activity
Cause22155cc:000199860MNINJK Document#39561 Filed08/13/20 Page#1061263

GX 453

Investor Deposits and Returns to Investors January 2009 – May 2013



From: PETEROMUNOZ@aol.com
To: Raven Gilmore
Subject: Re: Hoy's buys
Date: Wednesday, January 16, 2013 9:40:22 AM

Raven, up to now I still do not understand why they are selling or buying revenue...

MR **Raven, up to now I still do not understand why they are selling or buying revenue...**

No checks were issued for 2012 for Hoy's lock box...

Regarding the pay back to MRI for the receivables, I myself have never posted or credited any cash payment for the return or payment of receivables...

For 2012 Hoy's cash flow shortages are all advance or loaned by MRI....

peter

7. Acct#605 Marketing / Fee-Factoring Co shows 1.369 million in fee Expense yet Factoring is showing only \$732K in Revenue. Please explain.	9/7/11	
8. Acct#424 Int Inc-Harmon Primary- What is this \$400,000?	9/7/11	
9. Why is there no income in MRI? Where is the income from the purchased receivables?	9/7/11	
10. Why does MRI pay for Japan's office? Does MRI in the US own MRI in Japan? Print G/L detail for Acct#690	9/7/11	
11. Need Ed's W-2 from MRI for 2010	9/7/11	
12. Do you have a loan statement that ties to Acct#253 A/P Wells Fargo?	9/7/11	

9. Why is there no income in MRI? Where is the income from the purchased receivables?

9/7/11

GOVERNMENT
EXHIBIT
106B
15-CR-00198-GM

From: PETEROMUNO2@aol.com
To: gaven@gilmorecpas.com
Subject: Re: MRI International Question List 2010
Date: Wednesday, September 07, 2011 4:27:35 PM
Attachments: [mri_detail_acct#253.pdf](#)
[mri_detail_acct#650.pdf](#)
[mri_detail_acct#660.pdf](#)
[mri_detail_acct#661.pdf](#)
[mri_detail_acct#690.pdf](#)

Answer #9 You have to ask Ed Fujinaga about revenue. Yes, there is revenue on the purchase of medical receivables but not enough to offset expenses... Every year is the same problem with revenue, not enough or no revenue for MRI....

Answer #9 You have to ask Ed Fujinaga about revenue. Yes, there is revenue on the purchase of medical receivables but not enough to offset expenses... Every year is the same problem with revenue, not enough or no revenue for MRI....

Answer #12 No loan statement, just the daily amount of funds I borrow or take out of the wells fargo bank acct.on a daily basis. see detail

Answer #13 See detail all are business expenses no personal, they just spend too much...

Answer #14 See detail Health & medical for employess

Answer #15 See detail, NO should not be capitalized..... Monthly expenses & maintenence..

Answer#16 NO... Office expense are actual reimbursement and supplies to operate. No Capitalization...

Will be back MONDAY.....

TRANSMISSION VERIFICATION REPORT

TIME : 11/30/2010 09:28
NAME :

TRANSMISSION VERIFICATION REPORT

TIME : 11/30/2010 09:28
NAME :
FAX :
TEL :
SER. # : 000K7N243120DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE11/30 09:27
ED
00:00:58
05
OK
STANDARD
ECM

	March 31, 2010 \$ 68,282.94	\$ 71,808.00
Deposit from MRI general Acct.	March 31, 2010 \$ 71,808.00	\$
	April 20, 2010 \$ 68,285.44	\$
	April 20, 2010 \$ 71,808.00	\$
Deposit from MRI general Acct.	May 7, 2010 \$ 72,511.35	\$
	May 7, 2010 \$ 59,442.19	\$
	May 7, 2010 \$ 65,729.38	\$
Deposit from MRI general Acct.	May 12, 2010 \$ 53,352.49	\$ 04,362.49
Deposits	June 2, 2010 \$ 63,970.58	\$ 63,970.58
Deposit from MRI general Acct.	June 9, 2010 \$ 65,807.04	\$ 212,058.49
Deposits	June 9, 2010 \$ 74,612.00	\$ 70,538.29
Deposit from MRI general Acct.	June 9, 2010 \$ 65,807.54	\$ 70,538.29

BUY

Sweep

Cash Balance

Total Funded for Buys

\$ 2,274,437.41

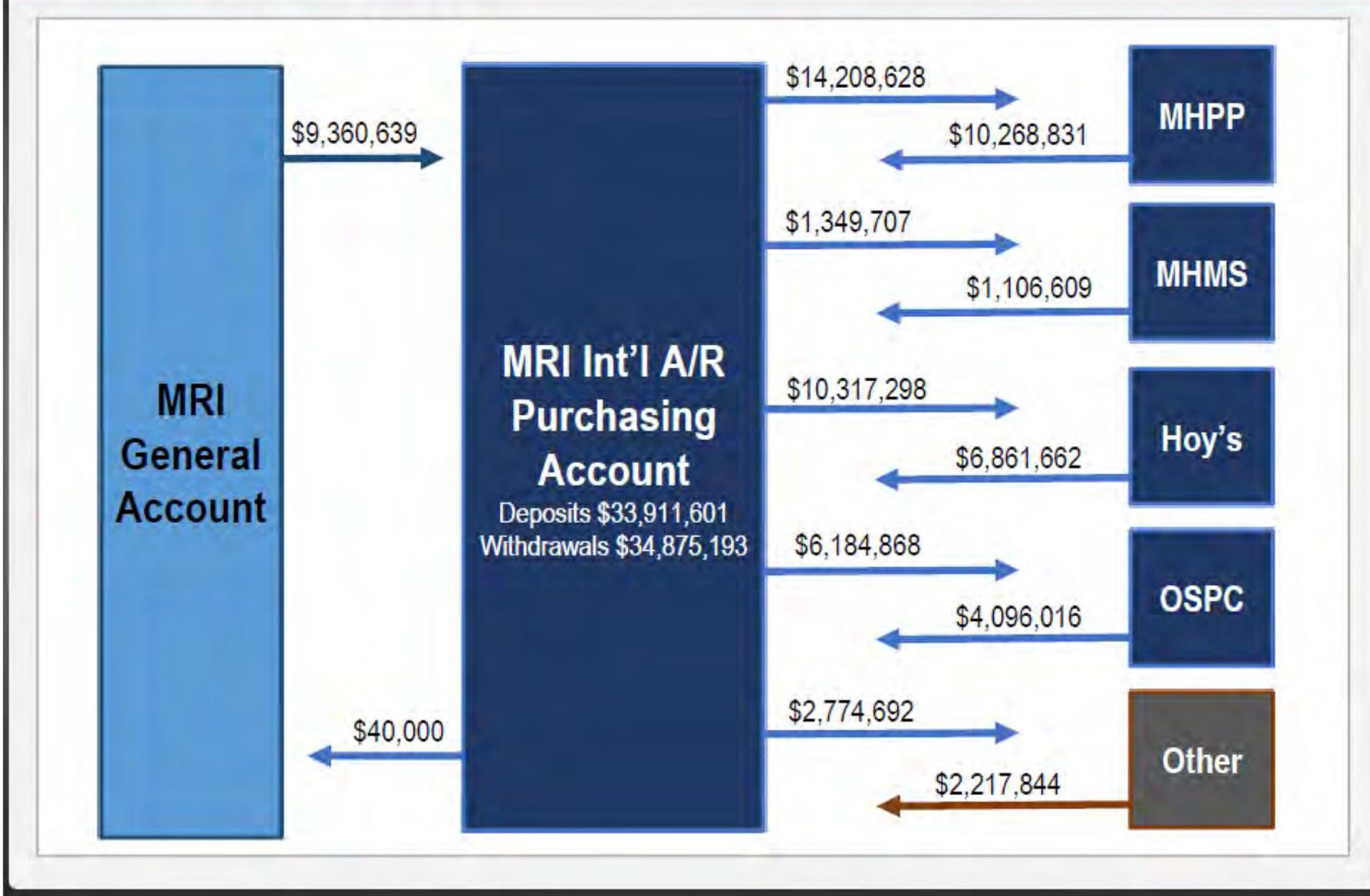
\$ - Cash Available

	July 22, 2010 \$ 81,081.91	\$
Deposit from MRI general Acct.	August 11, 2010 \$ 130,757.04	\$ 130,757.04
	August 11, 2010 \$ 84,478.12	\$ 88,278.02
	August 11, 2010 \$ 65,278.02	\$
Deposit from MRI general Acct.	August 19, 2010 \$ 165,595.14	\$ 165,595.14
batches	August 19, 2010 \$ 57,570.74	\$ 128,014.40
batches	August 19, 2010 \$ 60,065.64	\$ 68,192.40
batches	August 19, 2010 \$ 60,139.40	\$
Deposit from MRI general Acct.	September 22, 2010 \$ 197,413.00	\$ 197,413.00
batches	September 22, 2010 \$ 65,533.65	\$ 133,879.71
batches	September 22, 2010 \$ 62,501.24	\$ 71,375.47
batches	September 22, 2010 \$ 71,375.47	\$

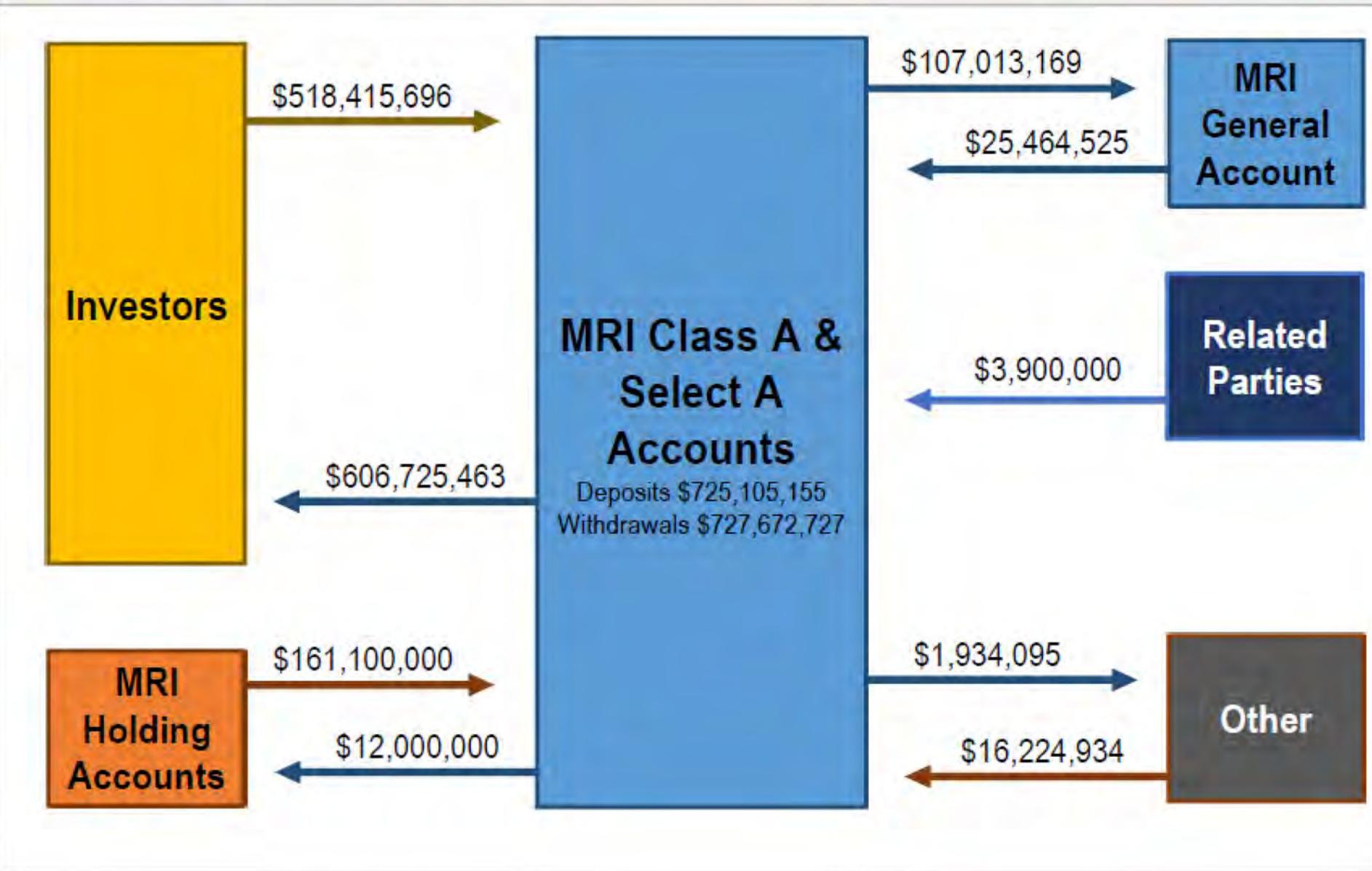
GOVERNMENT
EXHIBIT
223
2:15-CR-00198-GMN

batches	September 22, 2010 \$ 65,533.65	\$ 133,879.71
batches	September 22, 2010 \$ 62,501.24	\$
batches	September 22, 2010 \$ 71,375.47	\$
Total Funded for Buys	\$ 2,274,437.41	\$ 2,274,437.41

GOVERNMENT
EXHIBIT
223
2:15-CR-00198-GMN

MRI Int'l A/R Purchasing Account General Ledger Activity
January 2009 – May 2013

January 2009 – May 2013



January 2009 – May 2013**Investors****MRI Holding
Accounts****Class A
Accounts****Select A
Accounts****MRI General Account**

Claims Servicing of America

CSA Healthcare Int'l Funding

CSA Service Center

CSA Surgical Centers of America LLC

The Factoring Company X

The Factoring Company X III Inc

Med-Health Medical Supplies

Med-Health Pharma

Med-Health Pharmaceutical Products

Med-Health Consulting Services

EBJ&F LLC

Four Seasons ASC Mgt (Anaheim)

Four Seasons ASC Mgt (Ontario)

Nations Surgery Center Anaheim

Nations Surgery Center Encino

Nations Surgery Center Ontario

Nations Surgery Center Camarillo

One-Stop Pharmacy

Ryan's Pharmacy

Wheatridge Pharmacy

MRI/Huntington Beach

Harmon Primary Care

HMC Primary Care

HMC Service Center

Hoy's Inc

MRI Medical Mgt Group

Application Procedure

1



Fill out the three-page agreement/application forms.

- Form 1 (white): to be sent by postal mail to the U.S. head office
- Form 2 (yellow): to be sent by postal mail to the MRI Customer Service Center
- Form 3 (pink): to be kept as a customer copy

2



Send the first page (white) of the three-page application form by postal mail to the U.S. headquarters.

Please affix a 110 yen stamp to the enclosed envelope printed

7

For the investor



About four weeks following confirmation of your contract details, we will send you your certificate and a written confirmation of the deposit of funds into the escrow agents account.

These forms will be sent from our U.S. headquarters via international courier. Depending on your region, the forms may be delivered by an affiliated Japanese courier.

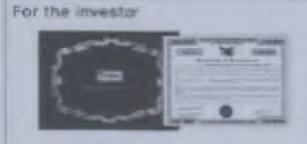
6



MRI CUSTOMER SERVICE CENTER: 0120-112-331
(We may be unable to issue your certificate if we cannot receive confirmation.)

Following confirmation of deposit into the escrow agents account, we will issue your certificate.

7



About four weeks following confirmation of your contract details, we will send you your certificate and a written confirmation of the deposit of funds into the escrow agents account. These forms will be sent from our U.S. headquarters via international courier. Depending on your region, the forms may be delivered by an affiliated Japanese courier.

Count 1



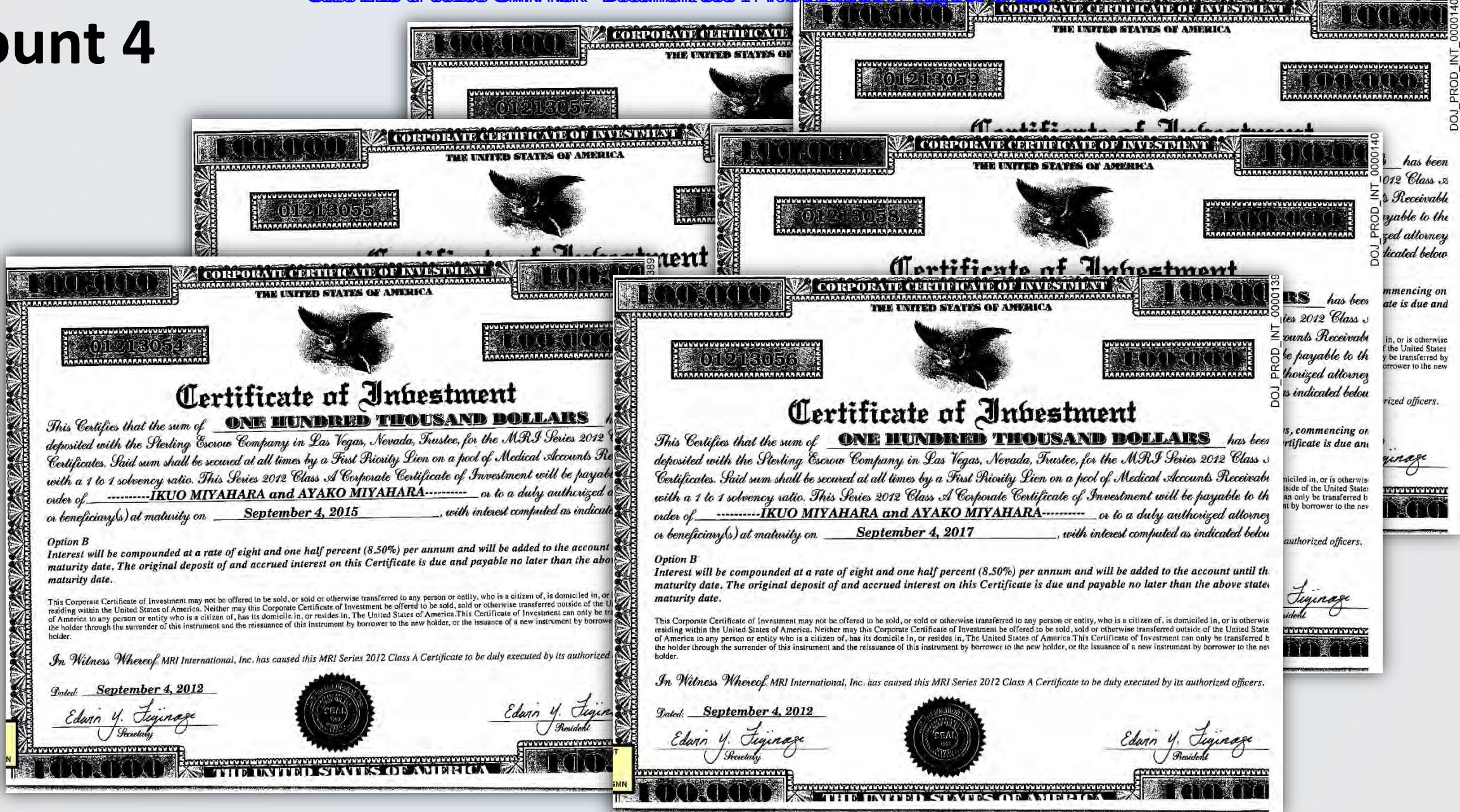
Count 2



Count 3



Count 4



Count 5



Count 6



Count 7





Count 8



Wire Transfer Confirmation



KK

To 215-39

STERLING ESCROW TRUSTEE
FOR MRI SERIES 2012
1800 E DESERT INN RD
LAS VEGAS NV 89169-3239

For Questions or Address Corrections, Please Contact Your State or Account Officer

Credit Wire Amount	Process Date Time	From	Corresponding Bank: N/A	Status: COMPLETE
200,000.00	07/05/2012 05:44 AM CT	FED WIRE SUMITOMO MITSUI BANKING CORP NAOTAKE YAMAGUCHI N/A		

Text:
021000089 CITIBANK N.A. NEW YORK, NY NEW YORK, NY UNITED STATES SUMITOMO MITSUI BANKING CORP AKA SMBC NEW YORK S0621671360601 OGB-SUMITOMO MITSUI BANKING CORPORATION 1-1-1, MAKUNOUCHI, CHIYODA-KU TOKYO,JP ORG=NAOTAKE YAMAGUCHI 8-71 KOSHINEN-SUNADA-CHO NISHINOMIYA SHI HYOGO-KEN JAPANOB=CONTACT PERSON:JEFF CRITCHER OPI=58200134242 /FTK/ BNP=5841379471 STERLING ESCROW TRUSTEE FOR MRI SER IES 2012 SELECT A ACCOUNT, LAS VEGAS NEVADA U.S.A. TEL (702)737-8887 COMPLETED TIMESTAMP 07/05/2012 05:32 AM CT

WELLS FARGO

Sterling Escrow

No 46391

Date: 07/05/12

Escrow No. 18522JC

NAOTAKE YAMAGUCHI

Two Hundred Thousand Dollars and No Cents

\$ 200,000.00

Wire:

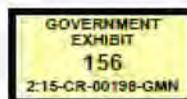
Remarks:

FUND FOR:

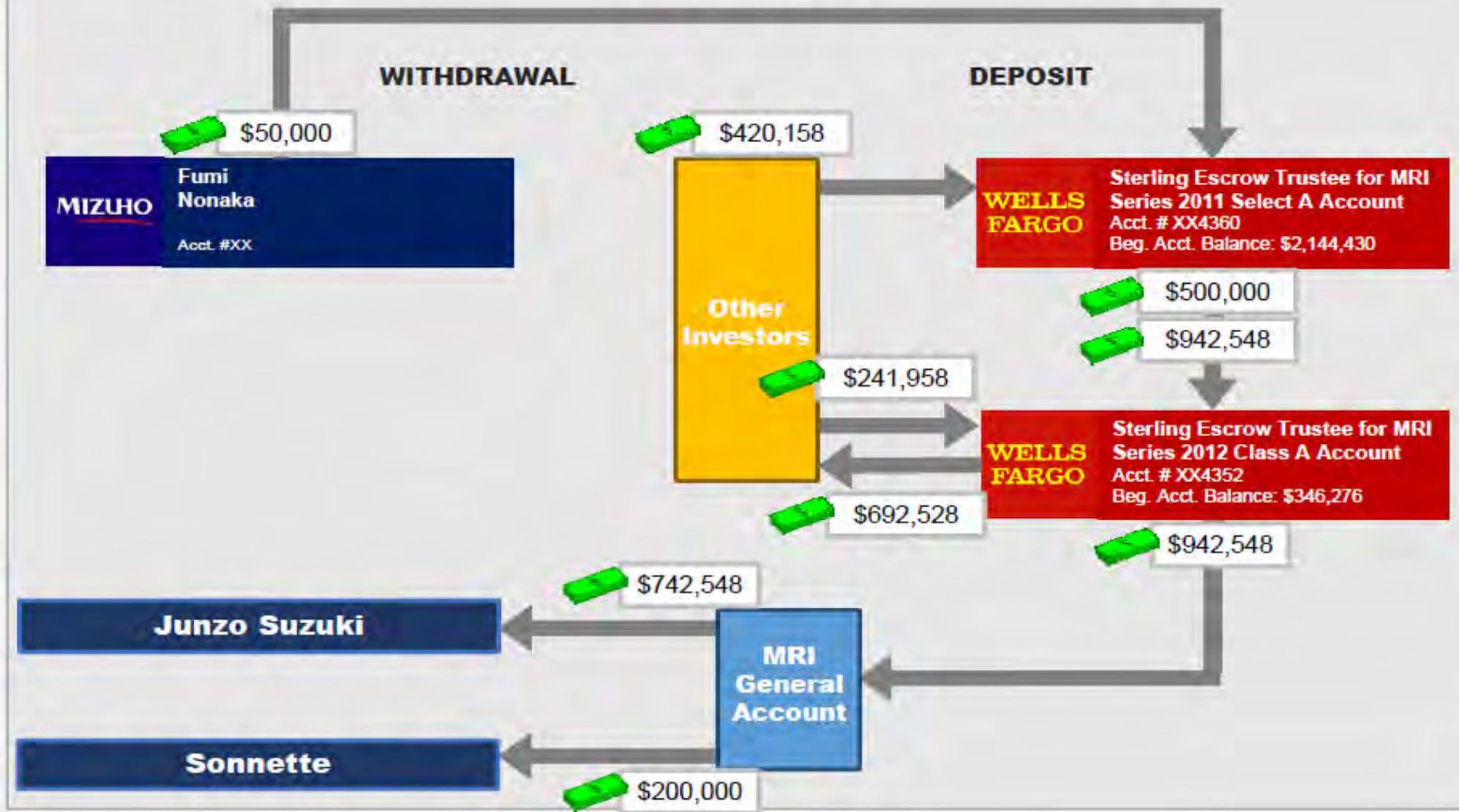
MRI SERIES A TRUST ACCOUNT

STERLING ESCROW

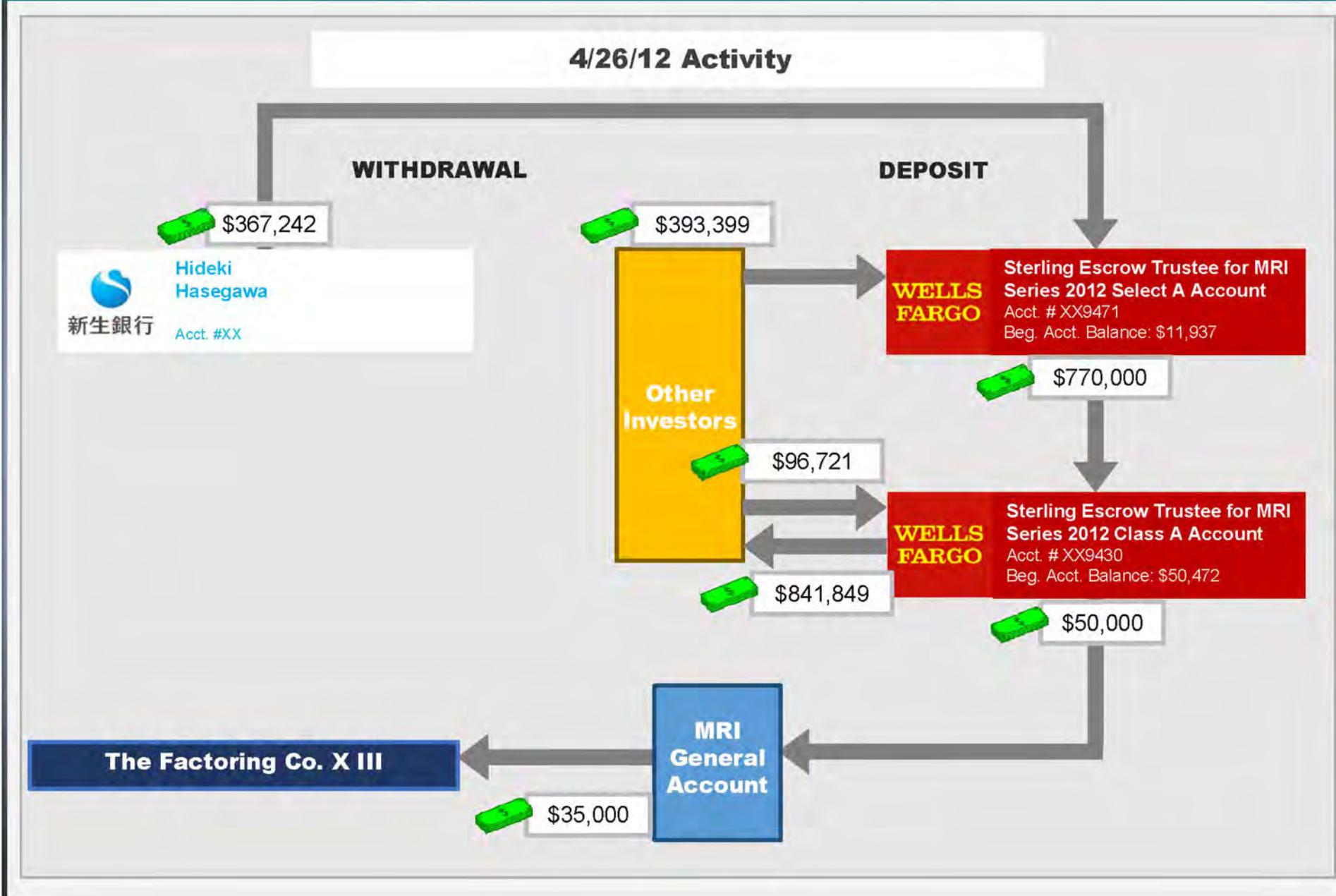
BY: Jean Guffey

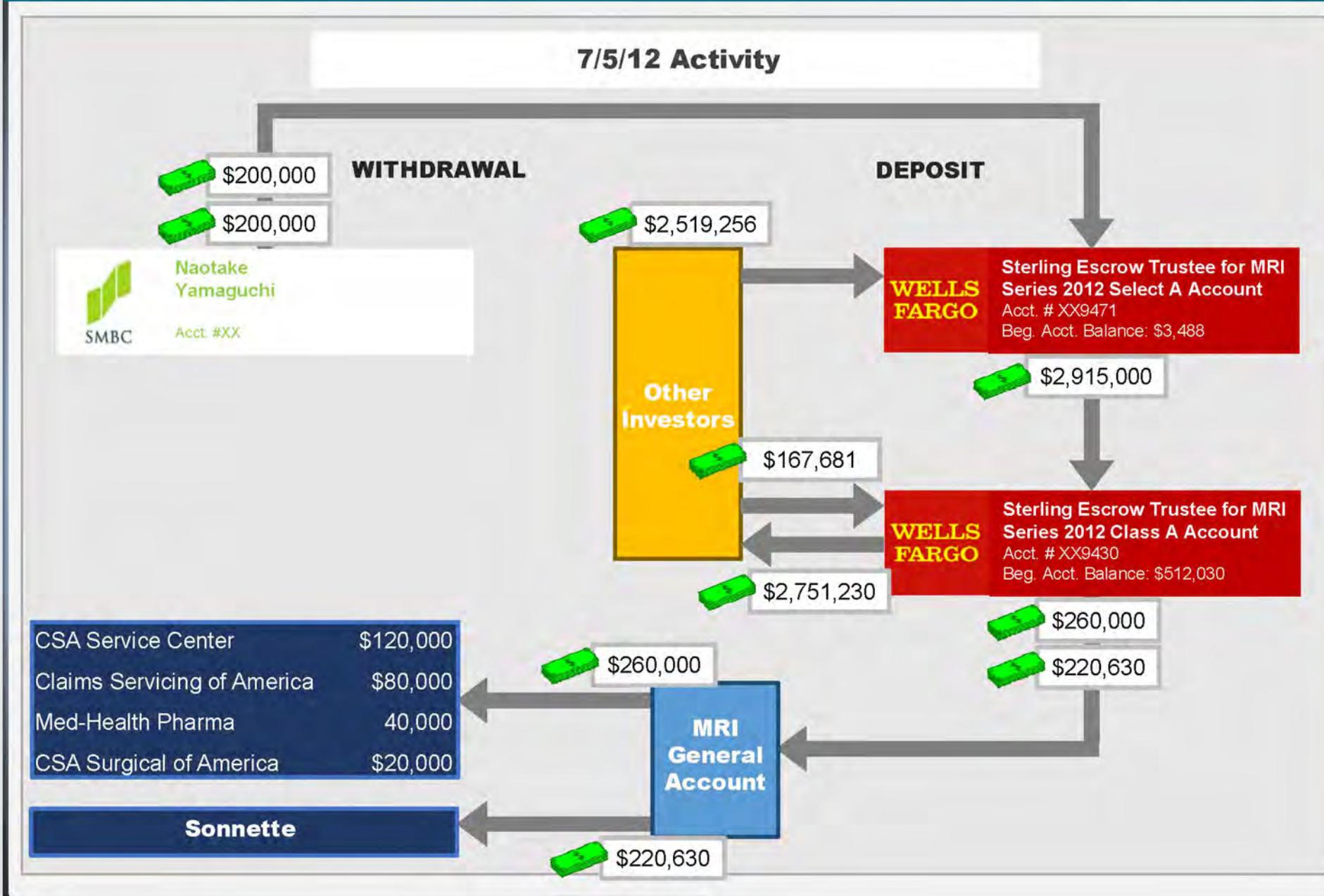


1/18/11 Activity

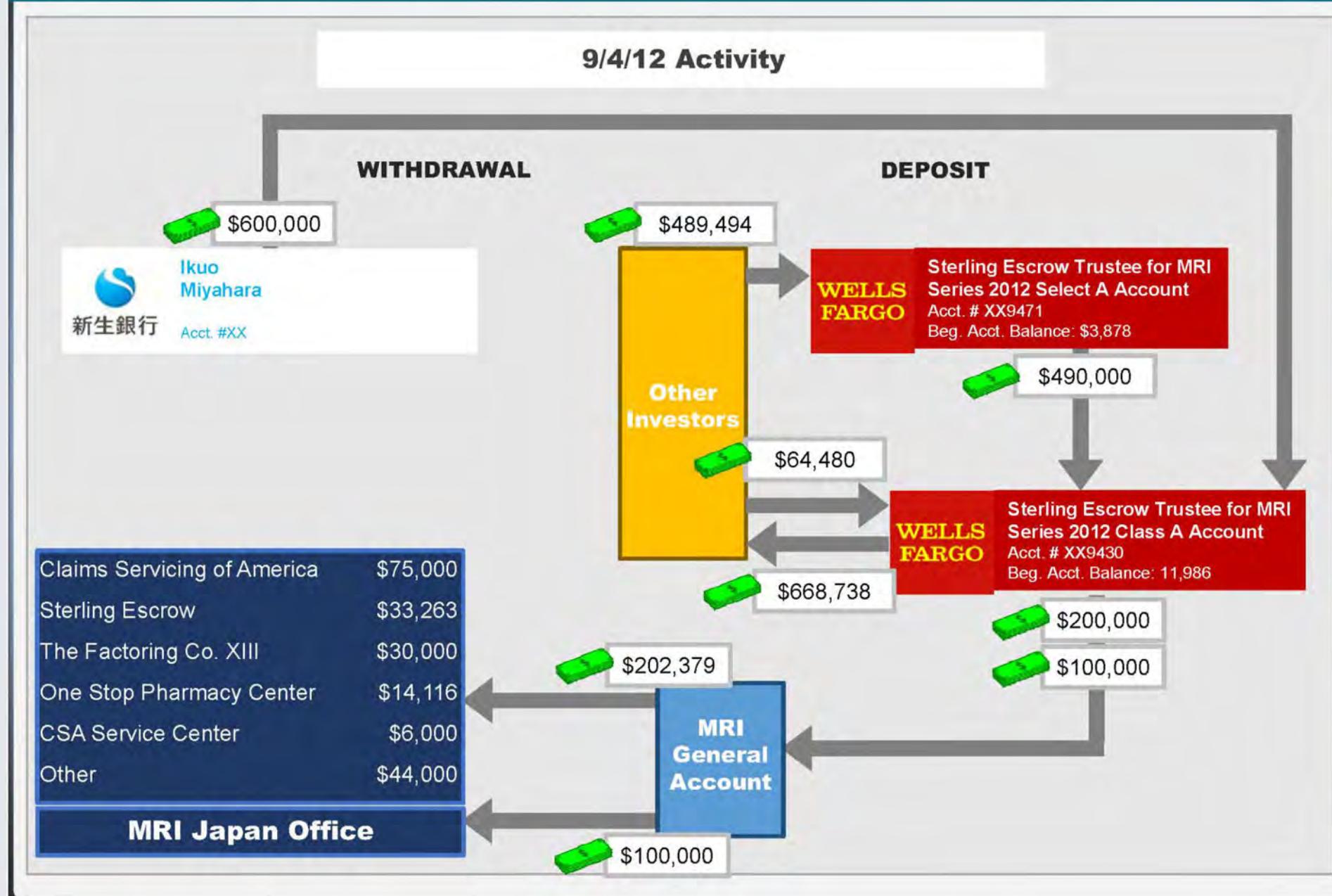


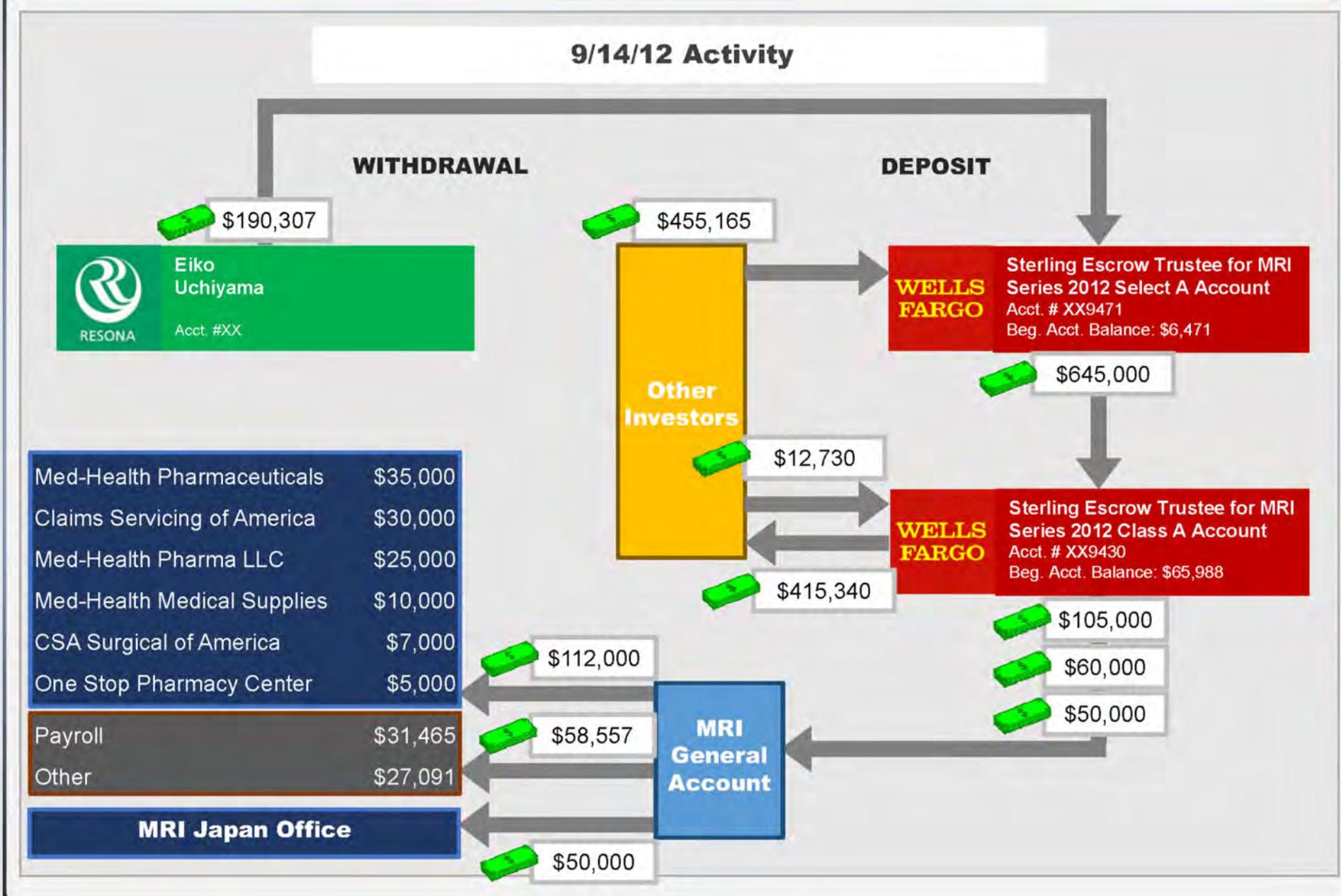
4/26/12 Activity

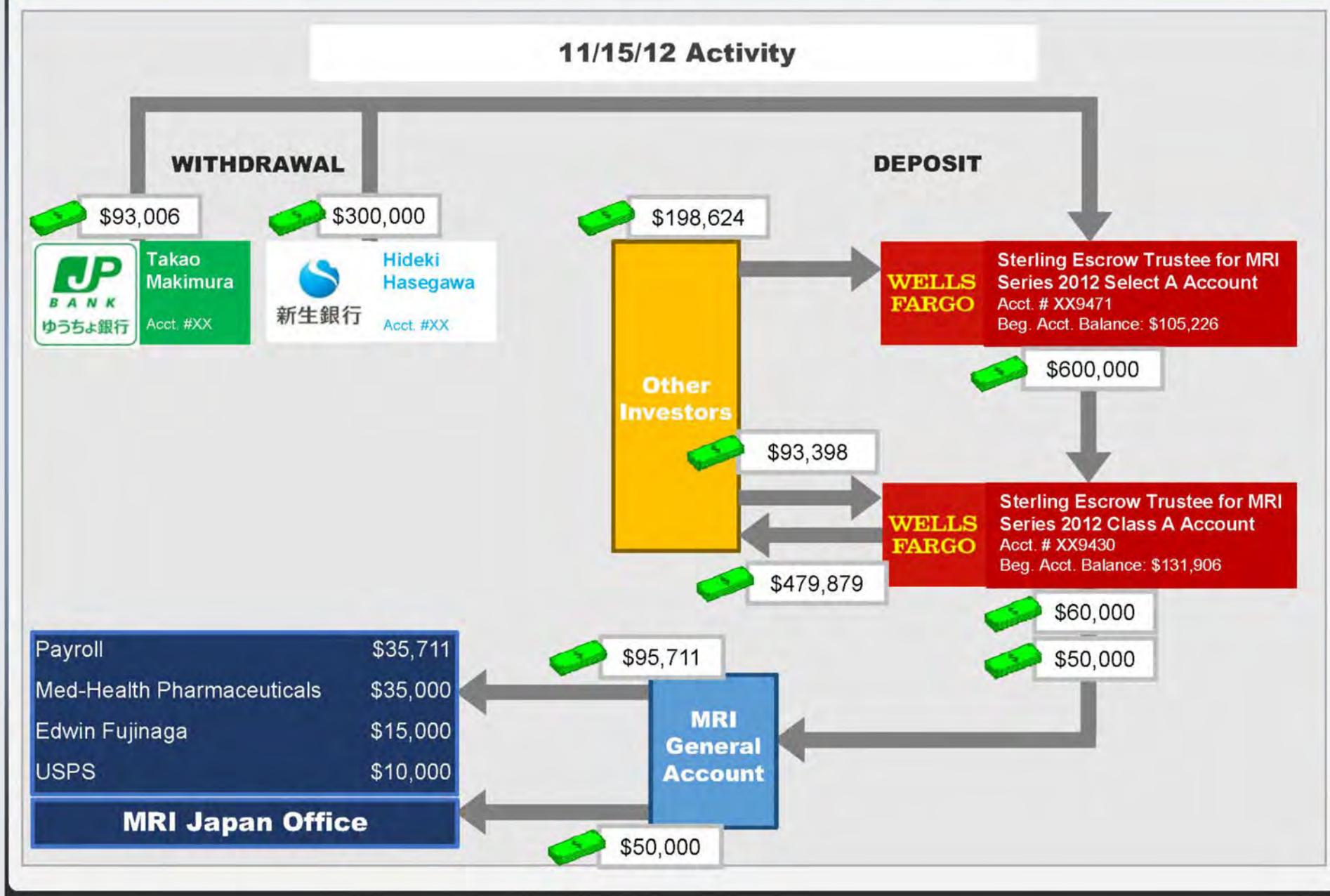


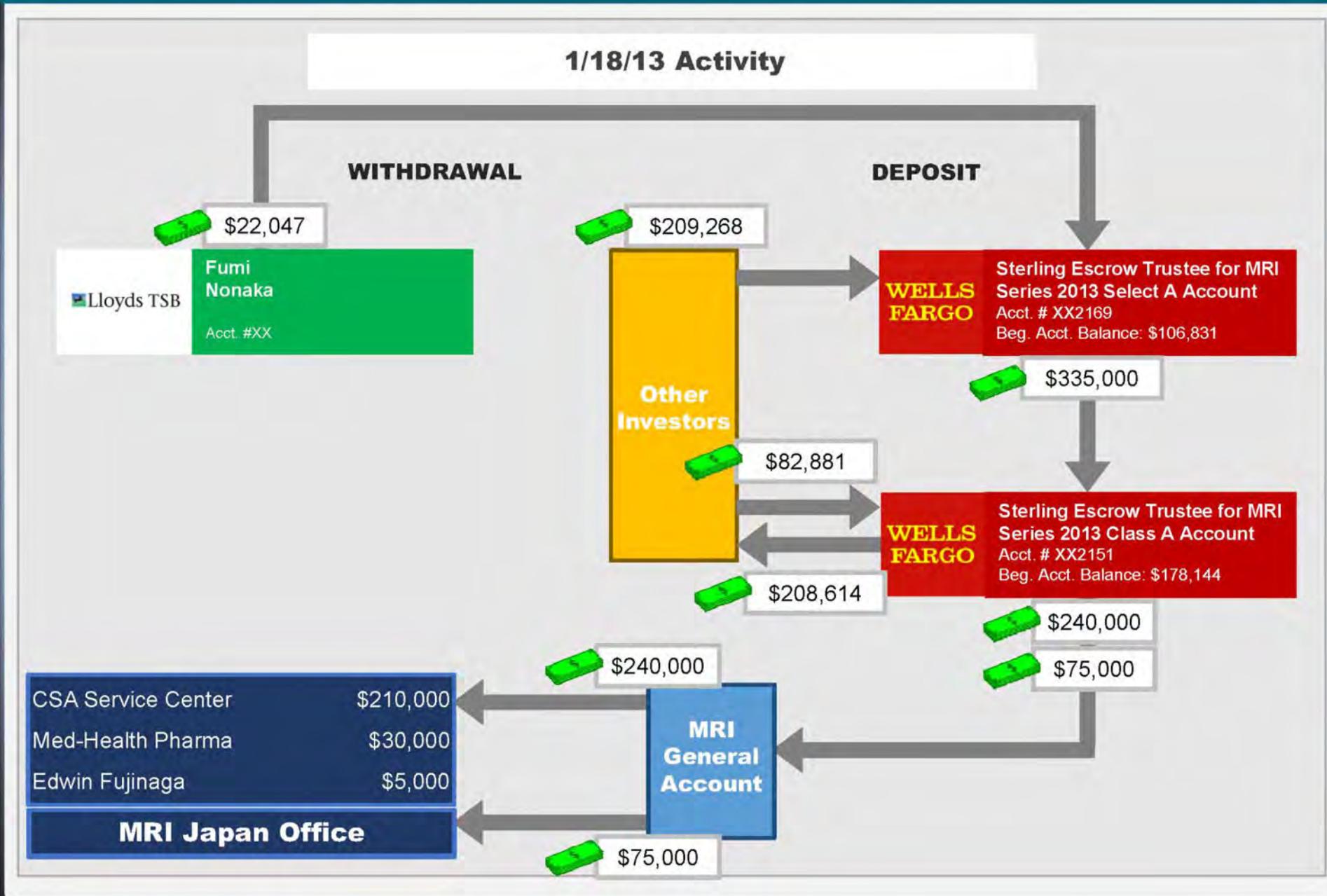


9/4/12 Activity

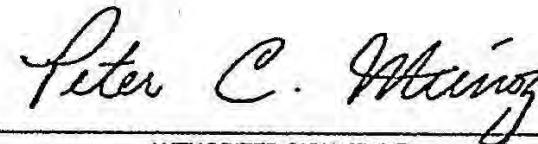








Count 18

CSA SERVICE CENTER, LLC 5330 S DURANGO DRIVE LAS VEGAS, NV 89113		IRWIN UNION BANK LAS VEGAS, NEVADA www.irwinunion.com	007659	7659
				71-234/749 9/22/2010 31
PAY TO THE ORDER OF		Isabel Castillo Gardening Svcs	\$*****10,477.54*	DOLLARS
		*TEN THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 54 / 100		
MEMO	Isabel Castillo Gardening Svcs P.O. Box 1093 Solvang, CA 93463			
		 Peter C. Manning AUTHORIZED SIGNATURE		
007659 0749023410		4275	GOVERNMENT EXHIBIT 220A 2:15-CR-00198-GMN	
CSA SERVICE CENTER, LLC				

Details on Back.

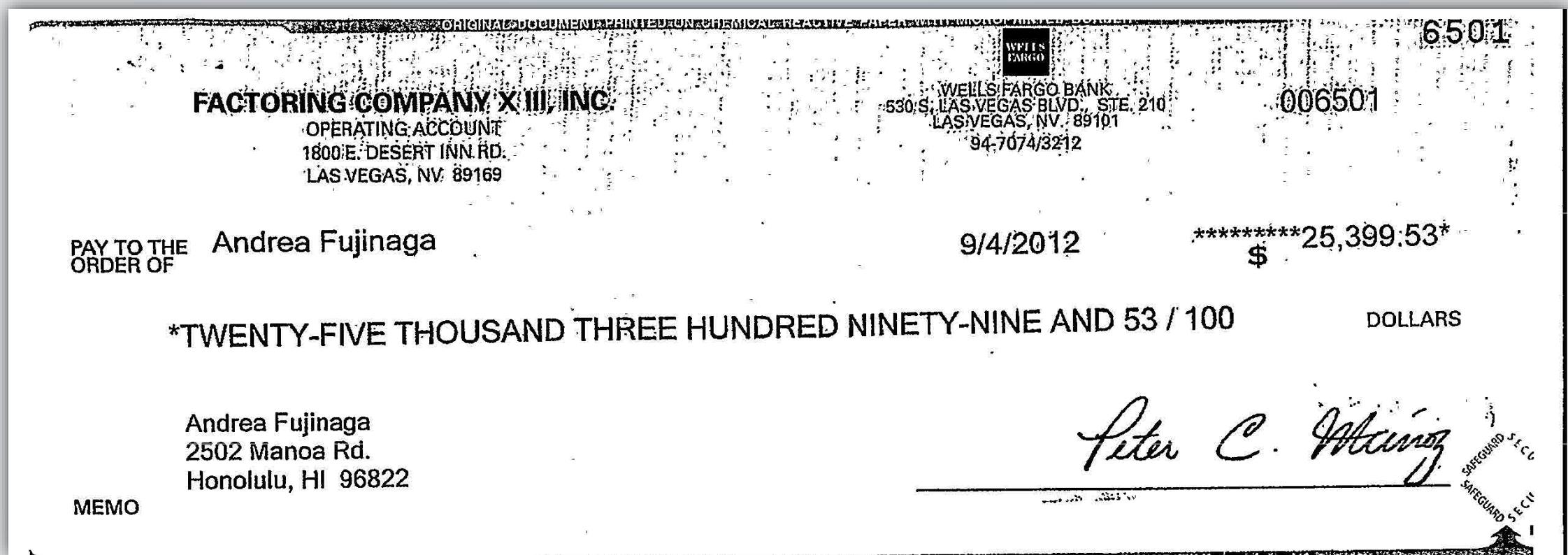
Security Features Included

Count 19

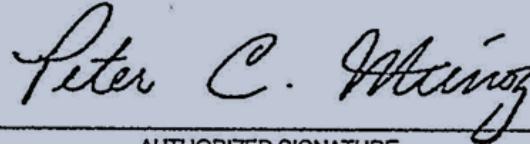
24668

MRI INTERNATIONAL INC. GENERAL ACCOUNT 5330 S. DURANGO DR. LAS VEGAS, NV 89113	FIRST FINANCIAL BANK 71-234-749	024668
PAY TO THE ORDER OF Bombardier Flexjet	9/22/2010	\$*****80,469.58*
*EIGHTY THOUSAND FOUR HUNDRED SIXTY-NINE AND 58 / 100 DOLLARS		
Bombardier Flexjet LockbBox 847542 1401 Elm St 5th Floor Dallas, TX 75202	 _____ AUTHORIZED SIGNATURE	
MEMO	B:P Security features. Details on back.	

Count 20



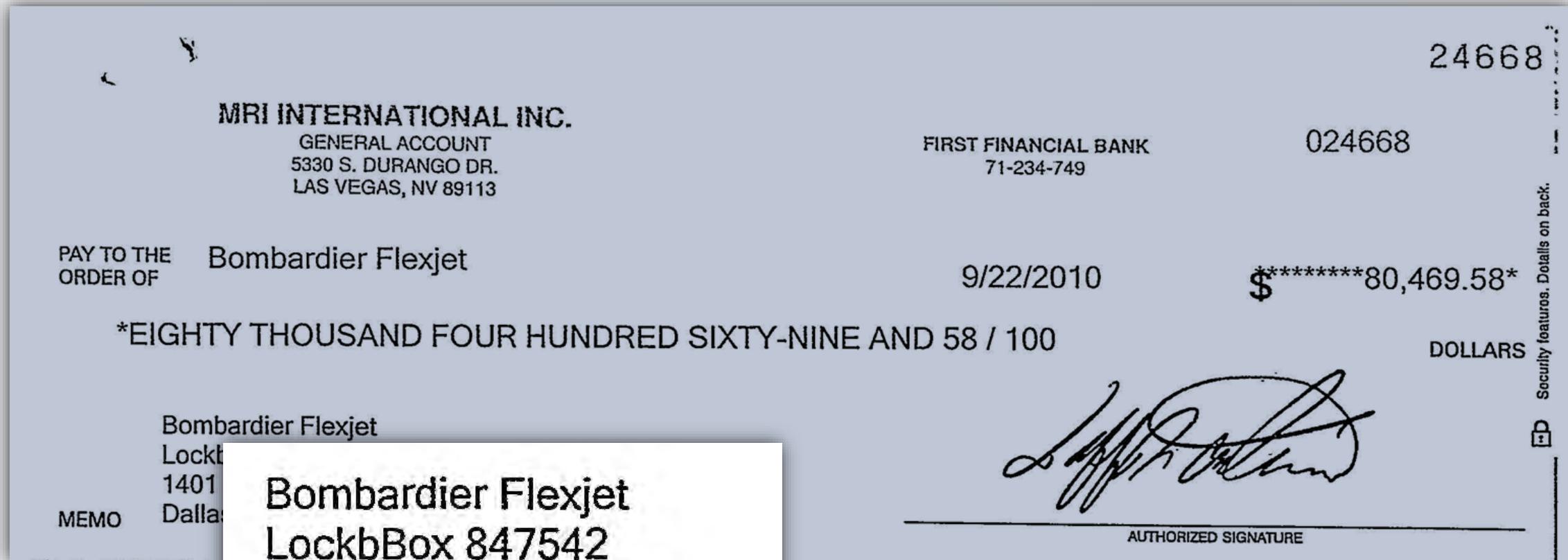
Count 18

CSA SERVICE CENTER, LLC 5330 S DURANGO DRIVE LAS VEGAS, NV 89113		IRWIN UNION BANK LAS VEGAS, NEVADA www.irwinunion.com	007659	7659	
			71-234/749 9/22/2010	31	
PAY TO THE ORDER OF		Isabel Castillo Gardening Svcs	\$*****10,477.54*	DOLLARS	
		*TEN THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 54 / 100			
MEMO	Isabel Castillo Gardening Svcs P.O. Box 1093 Solvang, CA 93463				
CSA SERVICE C		 Peter C. Manning AUTHORIZED SIGNATURE 275 II th			
		<table border="1"><tr><td>GOVERNMENT EXHIBIT 220A 2:15-CR-00198-GMN</td></tr></table>			GOVERNMENT EXHIBIT 220A 2:15-CR-00198-GMN
GOVERNMENT EXHIBIT 220A 2:15-CR-00198-GMN					

Details on Back.

Security Features Included

Count 19



Bombardier Flexjet
LockBox 847542
1401 Elm St 5th Floor
Dallas, TX 75202

Count 20

ORIGINAL DOCUMENT FRESHLY PRINTED AND FAXED TO YOU
6501

FACTORING COMPANY XIII, INC.
OPERATING ACCOUNT
1800 E. DESERT INN RD.
LAS VEGAS, NV 89169

WELLS FARGO BANK
530 S. LAS VEGAS BLVD. STE. 210
LAS VEGAS, NV 89101
94-7074/3212

006501

PAY TO THE Andrea Fujinaga
ORDER OF

9/4/2012 *****25,399.53*
\$

*TWENTY-FIVE THOUSAND THREE HUNDRED NINETY-NINE AND 53 / 100 DOLLARS

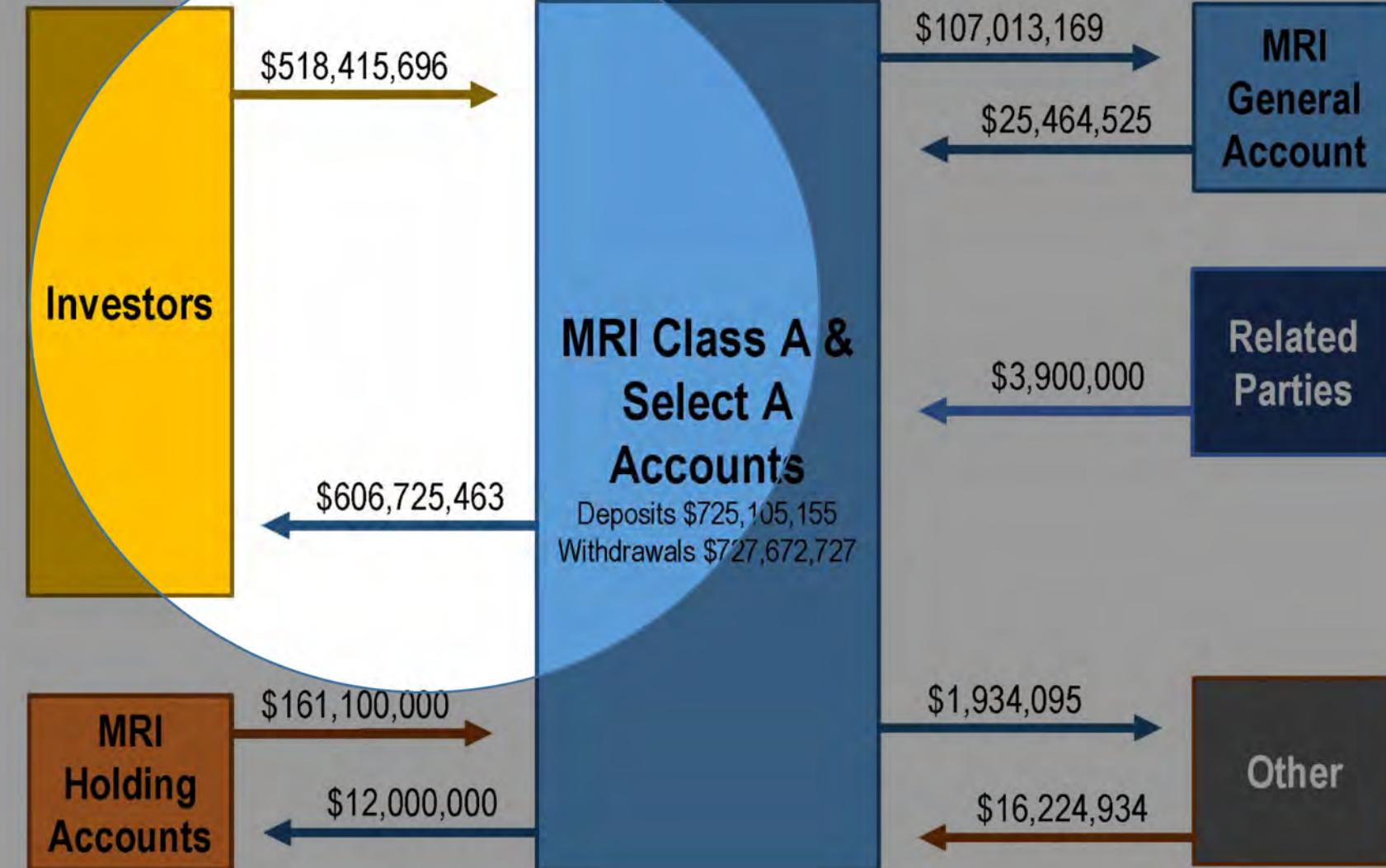
MEMO

Andrea Fujinaga
2502 Manoa Rd.
Honolulu, HI 96822

Peter C. Mairz

SAFEGUARD SEC
SAFEGUARD SEC

January 2009 – May 2013



FROM: CEO
REF: Status Report
DATE: April 10, 2012

Dear Junzo & Paul:

Thank you for keeping me apprised of the situation with our investors.

In this particular case, it is difficult to predict when the State will conduct an in depth examination of all escrow companies.

This examination is routine and MRI is not being targeted by the State.

The last in-depth State examination occurred approximately five years ago for a differen

In the case of ministry auditors, the following situation has occurred over the past three

Fifth, the fund raising must continue to cover all liquidations to allow MRI to focus on payments for all interest payments regardless of the due date.

Liquidations will be paid from new funds raised in Select A.

Second, do not change any disclosure documents or do any announcements in the news letter.

Third, any explanation will be confined to only individual investors that have called our office.

Fourth, I will provide a generic explanation for this delay but only after the investor is paid and a written apology is sent to the investor on an individual basis.

Fifth, the fund raising must continue to cover all liquidations to allow MRI to focus on payments for all interest payments regardless of the due date.

Liquidations will be paid from new funds raised in Select A.

We are still wasting money due to currency exchange issues and these funds could have been invested in Pharmacy claims at an average rate of return of 250 %.

We have lost so many opportunities to purchase claims from many Pharmacies.

The most important thing at this time is keep all interest payments current and reduce the amount of calls to our office.

I will handle this matter with Escrow.

GOVERNMENT
EXHIBIT

131

2:15-CR-00198-GMN



